## EAST NASSAU STEWARDSHIP DISTRICT

April 17, 2025

**GOVERNING BOARD** 

REGULAR MEETING
AGENDA

## EAST NASSAU STEWARDSHIP DISTRICT

## AGENDA LETTER

### **East Nassau Stewardship District**

### OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W 

Boca Raton, Florida 33431

Phone: (561) 571-0010 

Toll-free: (877) 276-0889 

Fax: (561) 571-0013

April 10, 2025

**ATTENDEES:** 

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors East Nassau Stewardship District

**Dear Board Members:** 

The Board of Supervisors of the East Nassau Stewardship District will hold a Regular Meeting on April 17, 2025 at 10:30 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The agenda is as follows:

- 1. Call to Order
- 2. Roll Call
- 3. Chairman's Opening Remarks
- 4. Public Comments (limited to 3 minutes per person to any members of the public desiring to speak on a specific agenda item)
- 5. Consent Agenda
  - A. Acceptance of Unaudited Financial Statements as of February 28, 2025
  - B. Approval of February 20, 2025 Regular Meeting Minutes
  - C. Ratification Items
    - Release of Collateral Assignment and Assumption of Development Rights for Certain Identified Property (PDP#4 Series 2024 Project) (Related to Park Donation to Nassau County)
    - II. Partial Release of Declaration of Consent to Jurisdiction of the East Nassau Stewardship District and to Imposition of Series 2024 Special Assessments (Related to Park Donation to Nassau County)
    - III. Partial Release of True-Up Agreement Series 2024 Special Assessments (Related to Park Donation to Nassau County)
    - IV. Nassau County, Florida First Amendment to East Nassau Community Planning Area Mobility Improvement Reservation Agreement [Portion of Curiosity Avenue]
    - V. Wildlight LLC Personnel Leasing Agreement

Governing Board East Nassau Stewardship District April 17, 2025, Regular Meeting Agenda Page 2

- 6. Consideration of License Agreement with Wildlight LLC for and on Behalf of UF/IFAS for Conservation Area Observation Program
- 7. Consideration of Resolution 2025-13, Setting a Policy Regarding Easement Encroachment Requests and Providing for Severability and Effective Date
- 8. Review of Riverbluff Parkway Phase II and III Proposals
  - A. Respondents
    - I. A J Johns
    - II. JB Coxwell
    - III. Vallencourt
  - B. Board Discussion and Evaluation /Ranking
  - C. Consideration of Resolution 2025-14, Regarding the Award of the Request for Proposals for Riverbluff Parkway Phases II and III; Providing a Severability Clause; and Providing an Effective Date
- Consideration of Acquisition of Portions of Wildlight Avenue, Crosstown Boulevard, Linger Longer Avenue, Landscape and Pond Improvements and Related Real Estate and Work Product (Wildlight PDP 3, Pod 4 South and Pod 5 North)
- 10. Consideration of Third Amendment to the Interlocal Agreement for Landscape Maintenance of Certain County Road Rights of Way (additional Wildlight Avenue extension, Crosstown Boulevard, Linger Longer Avenue)
- 11. Consideration of Resolution 2025-15, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
- 12. Consideration of Forms for Application for Mobility Fee Credit and Authorization to Apply for Mobility Fee Credit for Applicable Improvements [Riverbluff Parkway Phase 1]
  - A. Cover Letter to County for Submittal
  - B. Draft County Notification Letter Transmitting Request for Reimbursement to Nassau County Board of County Commissioners
  - C. Developer Consent to Submit to County
- 13. Consideration of Acquisition of Right-of-Way, Landscape, and Pond Tracts and Related Improvements
- 14. Development Update/Staff Reports

Governing Board East Nassau Stewardship District April 17, 2025, Regular Meeting Agenda Page 3

A. Developer Representative

B District Counsel: Kutak Rock LLP

C. District Engineer: England-Thims & Miller, Inc.

D. Field Operations: CCMC

E. District Manager: Wrathell, Hunt and Associates, LLC

NEXT MEETING DATE: May 15, 2025 at 10:30 AM

### QUORUM CHECK

SEAT 1	Міке Нанај	☐ In Person	PHONE	□No
SEAT 2	ROB FANCHER	☐ In Person	PHONE	☐ No
SEAT 3	TOMMY JINKS	☐ In Person	PHONE	☐ <b>N</b> o
SEAT 4	JAIME NORTHRUP	☐ In Person	PHONE	☐ No
SEAT 5	ALLISON GROOMES	☐ In Person	PHONE	No

- 15. Board Members' Comments/Requests
- 16. Public Comment
- 17. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561)

719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,

Craig Wrathell District Manager

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FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 782 134 6157

## EAST NASSAU STEWARDSHIP DISTRICT

## CONSENT AGENDA

## EAST NASSAU STEWARDSHIP DISTRICT

# UNAUDITED FINANCIAL STATEMENTS

### EAST NASSAU STEWARDSHIP DISTRICT FINANCIAL STATEMENTS UNAUDITED FEBRUARY 28, 2025

### EAST NASSAU STEWARDSHIP DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS FEBRUARY 28, 2025

	General Fund	Special Revenue Fund DSAP #1	Special Revenue Fund DSAP #2	Special Revenue Fund Commerce Park	Debt Service Fund 2018	Debt Service Fund 2021	Debt Service Fund DSAP #2	Debt Service Fund WVP 3 2024	Capital Projects Fund 2018	Capital Projects Fund 2021	Capital Projects Fund WVP 3 2024	Capital Projects Fund PDP 4 2024	Capital Projects Fund Mobility Fee	Total Governmental Funds
ASSETS	A 4 070 040	•	•	•	•	•	•	•	•	•	\$ -	•	•	4 4 070 040
Cash	\$ 1,079,242	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,079,242
SunTrust debit	4,945	-	-	-	-	-	-	-	-	-	-	-	-	4,945
Bank United - MMA	100,000	-	-	-	-	-	-	-	-	-	-	-		100,000
Bank United - ICS	613,755	-	-	-	-	-	-	-	-	-	-	-	2,048,128	2,661,883
Investments														
Revenue	-	-	-	-	352,613	658,163	-	12,070	-	-	-	-	-	1,022,846
Reserve	-	-	-	-	160,225	337,200	-	587,907	-	-	-	-	-	1,085,332
Capitilized interest	-	-	-	-	-	-	-	474,807	-	-	-	-	-	474,807
Prepayment	-	-	-	-	-	1,223	-	-	-	-	-	-	-	1,223
Construction	-	-	-	-	-	-	-	-	2,209	67,563	2,450,316	-	-	2,520,088
Construction reserve: Wildlight Ave*	-	-	-	-	-	-	-	-	-	385,877	-	-	-	385,877
Sinking	-	-	-	-	-	100	-	-	-	-	-	-	-	100
Due from FPL 2022	-	1,813	-	-	-	-	-	-	-	-	-	-	-	1,813
Due from Wildlight LLC	288	-	-	-	-	-	-	-	-	-	-	-	-	288
Due from Wildlight Residential	-	643	-	-	-	-	-	-	-	-	-	-	-	643
Due from Wildlight Commercial	-	643	-	-	-	-	-	-	-	-	-	-	-	643
Due from Raydient LLC	111,493	-	-	-	-	-	-	-	-	-	-	-	-	111,493
Due from general fund	· -	1,262,169	-	301.864	-	_	-	_	_	-	_	_	_	1.564.033
Due from special revenue fund-DSAP #2	1,750	-	_	_	_	_	_	_	_	_	_	_	_	1,750
Due from CPF PDP4 2024	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	_	_	_	_	_	_	_	_	_	6,510	_	_	6,510
Prepaid expense	4,457	_	_	_	_	_	_	_	_	_		_	_	4,457
Security deposit	3,000	_	_	_	_	_	_	_	_	_	_	_	_	3,000
Utility deposits	0,000	350	_	_	_	_	_	_	_	_	_	_	_	350
Total assets	\$ 1,918,930	\$ 1,265,618	\$ -	\$ 301,864	\$ 512,838	\$ 996,686	\$ -	\$ 1,074,784	\$ 2,209	\$ 453,440	\$ 2,456,826	\$ -	\$ 2,048,128	\$ 11,031,323
LIABILITIES AND FUND BALANCES Liabilities:		-												
Accounts payable-onsite	\$ -	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61
Retainage payable	-	-	-	-	-	-	-	-	-	-	84,811	-	-	84,811
Due to general fund	-	-	1,750	-	-	-	-	-	-	-	-	-	-	1,750
Due to Wildlight LLC	-	3,800	-	-	-	-	28,496	-	-	-	-	-	-	32,296
Due to special revenue fund - DSAP #1	1,262,169	-	-	-	-	-	-	-	-	-	-	-	-	1,262,169
Due to special revenue fund - Commerce Park	301,864	-	-	-	-	-	-	-	-	-	-	-	-	301,864
Due to capital projects fund 2024 WVP3	· -	-	-	-	-	-	-	-	-	-	-	6,510	-	6,510
Landowner advance	6,500	-	_	_	_	-	_	-	_	-	_	-	_	6,500
Total liabilities	1,570,533	3.861	1.750				28,496				84.811	6,510		1,695,961
	.,,300				-	-		-					-	.,
DEFERRED INFLOWS OF RESOURCES														
Deferred receipts	113,280	3,100	_	_	_	_	_	_	_	_	_	_	_	116,380
Total deferred inflows of resources	113,280	3,100												116,380
			-						-	-				
Fund balances:														
Restricted for:														
Debt service	_	_	_	_	512,838	996,686	(28,496)	1,074,784	_	_	_	_	_	2,555,812
Capital projects	_	_	_	_	012,000	-	(20,400)	1,014,104	2,209	453,440	2,372,015	(6,510)	2,048,128	4,869,282
Assigned	=	_	_	_	_	_	_	_	2,203	455,440	2,072,010	(0,510)	2,040,120	4,000,202
3 months working capital	157,722	395,364												553,086
	131,122	75.000	-	-	-	-	-	-	-	-	-	-	-	75,000
Disaster recovery	77.005		(4.750)	204.004	-	-	-	-	-	-	-	-	-	
Unassigned	77,395	788,293	(1,750)	301,864	- F40 000		(00.105)	4.074.76:		450.445	- 0.070.04	(0.5/2)	- 0.010.100	1,165,802
Total fund balances	235,117	1,258,657	(1,750)	301,864	512,838	996,686	(28,496)	1,074,784	2,209	453,440	2,372,015	(6,510)	2,048,128	9,218,982
Total liabilities, deferred inflows of resources														
and fund balances	\$ 1,918,930	\$ 1,265,618	\$ -	\$ 301,864	\$ 512,838	\$ 996,686	\$ -	\$ 1,074,784	\$ 2,209	\$ 453,440	\$ 2,456,826	\$ -	\$ 2,048,128	\$ 11,031,323
*Construction Reserve for Wildlight Ave obligations	Ψ 1,310,330	ψ 1,200,010	Ψ -	ψ 001,00 <del>4</del>	Ψ 012,000	Ψ 330,000	Ψ -	Ψ 1,017,104	Ψ 2,209	Ψ ΤΟΟ,ΤΨΟ	Ψ 2,400,020		Ψ 2,070,120	Ψ 11,001,023
Construction Reserve for Wildinght Ave obligations														

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### EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND

FOR THE PERIOD ENDED FEBRUARY 28, 2025

:

				Year to		D d 4	% of
DEVENUE O	<u> Mon</u>	tn	Dat	<u>e</u>		Budget	Budget
REVENUES	Φ.	<b>-</b> 00	ф гг	FC0	Φ	04.000	040/
Assessment levy: on-roll - net		593		,562	\$	61,068	91%
Assessment levy: off-roll	۷,	395		,173		460,565	50% N/A
Lot closing Lease reimbursements		-	3	,882		42,322	0%
Conservation lands monitoring activities		-		-		170,460	0%
Interest and miscellaneous		-	12	- 201,		170,400	N/A
Total revenues	2.	988		,818		734,415	42%
	<u> </u>			,			
EXPENDITURES							
Professional & administrative				450		40.000	700/
District engineer	3,	551	11	,156		16,000	70%
Traffic calming analysis		-		-		40,000	0%
District map portal		-				50,000	0%
General counsel		-	21	,059		100,000	21%
UF environmental		-		-		20,000	0%
District manager		583		,917		55,000	42%
Audit	2,	500	2	,500		7,000	36%
Postage		38		283		750	38%
Printing and binding		83		416		1,000	42%
Insurance - GL, POL		-	14	,272		17,000	84%
Legal advertising		324	3	,578		6,500	55%
Miscellaneous - bank charges		-		-		1,000	0%
On-site management		-		-		12,000	0%
Office lease	4,	228	21	,141		53,274	40%
Office utilities		488		,241		7,250	45%
Office janitorial		_		_		2,600	0%
Office supplies		_		387		1,000	39%
Meeting room		_		_		1,000	0%
Website						.,	***
Hosting & maintenance		_		753		760	99%
ADA compliance		_		210		210	100%
Annual district filing fee		_		175		175	100%
Property taxes		_	1	,724		-	N/A
Environmental long term maintenance		_		,,,,,,		5,000	0%
Environmental short term monitoring		_		530		170,460	0%
Contingencies		_	1	,440		10,000	14%
Total professional & administrative	15.	795		,782		577,979	18%
				,		0,0.0	.075
Other fees & charges							
Property appraiser and tax collector	-	12		,822		1,908	95%
Total other fees & charges		12		,822		1,908	95%
Total expenditures	15,	807	107	,604		579,887	19%
Excess/(deficiency) of revenues							
over/(under) expenditures	(12,	819)	197	,214		154,528	
Fund balances - beginning	247,	936	37	,903		71,208	
Fund balances - ending	,		31	,,,,,		,200	
Assigned:	. <del></del> .	706		<b>70</b> 2			
3 months working capital	157,			,722		157,722	
Unassigned	77,	395	77	,395		68,014	

### EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current	Year to		% of
	Month	Date	Budget	Budget
Fund balances - ending	\$235,117	\$ 235,117	\$ 225,736	

### EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

### SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #1: WILDLIGHT FOR THE PERIOD ENDED FEBRUARY 28, 2025

		Current Month	Year Date		Budget		% of Budget
REVENUES			-				
Assessment levy: on-roll - net Assessment levy: off-roll	\$	6,714 79,127	\$ 629 237	,105 ,380	\$	688,986 316,507	91% 75%
Lot closing		-	1	,291		-	N/A
Landscape & irrigation cost share: WRA		-	74	,696		192,878	39%
Landscape & irrigation cost share: WCA		-	28	,526		80,278	36%
Wildlight residential association cost share: OL		917		917		-	N/A
Wildlight residential association cost share: OU		917		917		-	N/A
Wildlight commercial association cost share: OL		5,638		,638		-	N/A
Wildlight commercial association cost share: OU		5,638		,638			N/A
Total revenues		98,951	984	,108		1,278,649	77%
EXPENDITURES							
Professional & administration							
Administration and accounting	\$	1,250	\$ 6	,250	\$	15,000	42%
Debt service fund accounting: series 2018	Ψ	625		,230	Ψ	7,500	42%
Debt service fund accounting: series 2011		625		,125		7,500	42%
Debt service fund accounting: series 2024		625		,125		7,500	42%
Arbitrage rebate calculation		023	3	, 123		1,000	0%
Dissemination agent		250	1	,250		3,000	42%
Trustee (series 2018 bonds)		230		,230		4,500	94%
Trustee (series 2021 bonds)		_	7	,240		4,500	0%
Trustee (series 2021 bonds) Trustee (series 2024 bonds)		-		-		4,500	0%
Total professional & administration		3,375	21	,121		55,000	38%
Total professional & auministration		3,373		, 1		33,000	30 70
Field operations							
Onsite staffing		22,549	47	,730		112,000	43%
Wetland and conservation maintenance		-		-		10,000	0%
Landscape & irrigation maintenance		49,336	353	,672		772,610	46%
Lake/pond maintenance		1,691	6	,765		23,215	29%
Trail & boardwalk maintenance		-		-		18,000	0%
Playground Inspections		-		-		1,600	0%
Pest control		-		-		1,000	0%
Street cleaning		-		-		12,000	0%
Street light lease		7,814	30	,957		64,100	48%
Repairs & maintenance		1,023	6	,037		20,000	30%
Repairs & maintenance - roadways		-		-		150,000	0%
Electricity		78		311		1,500	21%
Irrigation (potable)		1,463		,777		65,300	26%
Landscape replacement		-	55	,560		120,600	46%
Parts & supplies		-		866		3,000	29%
Contingency		-		<u>-</u>		30,000	0%
Insurance				,842		25,000	67%
Total field operations		83,954	535	,517		1,429,925	37%
Other fees & charges							
Property appraiser and tax collector		134	20	,604		21,531	96%
Total other fees & charges		134		,604		21,531	96%
Total expenditures		87,463		,242		1,506,456	38%
			-				
Excess/(deficiency) of revenues							
over/(under) expenditures		11,488	406	,866		(227,807)	
Fund balances - beginning	1	,247,169	851	791		612,358	
Assigned:	'	,_71,100	001	, , , , ,		012,000	
3 months working capital		395,364	395	,364		395,364	

### EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #1: WILDLIGHT FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current	Current Year to		% of
	Month	Date	Budget	Budget
Disaster recovery	75,000	75,000	75,000	
Unassigned	788,293	788,293	(85,813)	
Fund balances - ending	\$1,258,657	\$1,258,657	\$ 384,551	

## EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #2 FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES Landowner contribution	\$ -	\$ -	\$ 21,000	0%
Total revenues	<u> </u>	<u> </u>	21,000	0%
EXPENDITURES				
Field operations				
Administration and accounting	625	1,250	12,500	10%
Contingency	-	-	500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	250	500	3,000	17%
Trustee (series 2024 bonds)	-	-	4,500	0%
Total expenditures	875	1,750	21,000	8%
Excess/(deficiency) of revenues				
over/(under) expenditures	(875)	(1,750)	-	
Fund balances - beginning	(875)		7,083	
Fund balances - ending	\$ (1,750)	\$ (1,750)	\$ 7,083	

### EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES SPECIAL REVENUE FUND - COMMERCE PARK FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Ye Month E		Budget	% of Budget	
REVENUES					
Assessment levy: on-roll - net	\$ 1,644	\$ 154,039	\$ 169,762	91%	
Assessment levy: off-roll	2,193	6,578	8,771	75%	
Total revenues	3,837	160,617	178,533	90%	
EXPENDITURES					
Field operations					
Field operations	-	-	17,000	0%	
Administration and accounting	208	1,042	2,500	42%	
Wetland and conservation maintenance	-	-	5,000	0%	
Landscape & irrigation maintenance	7,849	35,021	94,692	37%	
Lake maintenance	-	-	8,522	0%	
Pest control	-	-	500	0%	
Street cleaning	-	-	4,200	0%	
Street light lease	1,294	5,107	16,800	30%	
Repairs & maintenance	-	-	5,000	0%	
Electricity	128	128	3,600	4%	
Landscape replacement	-	-	13,650	0%	
Parts & supplies	-	-	1,500	0%	
Contingency	-	-	250	0%	
Total expenditures	9,479	41,298	173,214	24%	
Other fees & charges					
Property appraiser and tax collector	33	5,057	5,305	95%	
Total other fees & charges	33	5,057	5,305	95%	
Total expenditures	9,512	46,355	178,519	26%	
Excess/(deficiency) of revenues					
over/(under) expenditures	(5,675)	114,262	14		
Fund balances - beginning	307,539	187,602	137,049		
Fund balances - ending Assigned:					
3 months working capital	44,630	44,630	44,630		
Unassigned	257,234	257,234	92,433		
Fund balances - ending	\$301,864	\$ 301,864	\$ 137,063		

### EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2018 FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month		Year To Date		Budget	% of Budget
REVENUES	•					
Special assessment: on-roll - net	\$	3,076	\$	288,202	\$ 333,026	87%
Interest		1,664		6,163	-	N/A
Total revenues		4,740		294,365	333,026	88%
EXPENDITURES						
Debt service						
Principal		-		-	90,000	0%
Interest		-		111,435	223,883	50%
Total debt service		-		111,435	313,883	36%
Other fees & charges						
Property appraiser		-		1,292	3,469	37%
Tax collector		61		5,764	6,938	83%
Total other fees and charges		61		7,056	10,407	68%
Total expenditures		61		118,491	324,290	37%
Excess/(deficiency) of revenues						
over/(under) expenditures		4,679		175,874	8,736	
Fund balances - beginning	5	08,159		336,964	327,978	_
Fund balances - ending	\$5	12,838	\$	512,838	\$ 336,714	- =

### EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2021 FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month		Year To Date		Budget		% of Budget	
REVENUES								
Special assessment: on-roll - net	\$	4,043	\$	378,848	\$	417,510	91%	
Special assessment: off-roll	•	64,208	•	192,623	•	256,830	75%	
Interest		3,003		11,447		, -	N/A	
Total revenues		71,254		582,918		674,340	86%	
EXPENDITURES								
Debt service								
Principal		15,000		15,000		265,000	6%	
Principal prepayment		144		144		· -	N/A	
Interest		-		201,788		410,790	49%	
Total debt service		15,144		216,932		675,790	32%	
OTHER FINANCING SOURCES/(USES)								
Property appraiser		-		1,620		4,349	37%	
Tax collector		81		7,577		8,698	87%	
Total other financing sources/(uses)		81		9,197		13,047	70%	
Total expenditures		15,225		226,129		688,837	33%	
Excess/(deficiency) of revenues								
over/(under) expenditures		56,029		356,789		(14,497)		
Fund balances - beginning		940,657		639,897		821,274		
Fund balances - ending	\$	996,686	\$	996,686	\$	806,777		

## EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - DETAILED SPECIFIC AREA PLAN #2 FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month		Year Dat	
REVENUES Total revenues	\$	<u>-</u>	\$	<u>-</u>
EXPENDITURES  Total debt service				<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures		-		-
Fund balances - beginning Fund balances - ending		496) 496)		496) 496)

### EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2024 FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month	Year to Date	Budget	% of Budget	
REVENUES					
Interest	\$ 3,926	\$ 21,809	-	N/A	
Total revenues	3,926	21,809		N/A	
EXPENDITURES					
Interest	-	116,800	634,375	18%	
Underwriter's discount	-	-	450,000	0%	
Cost of issuance	-	5,925	274,468	2%	
Total expenditures		122,725	1,358,843	9%	
Excess/(deficiency) of revenues					
over/(under) expenditures	3,926	(100,916)	(1,358,843)	7%	
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(6,470)	-	N/A	
Receipt of bond proceeds	-	-	3,721,343	0%	
Total other financing sources/(uses)		(6,470)	3,721,343	0%	
Net change in fund balances	3,926	(107,386)	2,362,500		
Fund balance - beginning	1,070,858	1,182,170	-		
Fund balance - ending	\$ 1,074,784	\$1,074,784	\$ 2,362,500		

### EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2018 FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month		Year To Date	
REVENUES				
Interest	\$	8	\$	40
Total revenues		8		40
EXPENDITURES				
Total expenditures				
Excess/(deficiency) of revenues				
over/(under) expenditures		8		40
Fund balances - beginning		2,201		2,169
Fund balances - ending	\$	2,209	\$	2,209

### EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2021 FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month	Year To Date	
REVENUES			
Interest	\$ 1,539	\$ 8,159	
Total revenues	1,539	8,159	
EXPENDITURES  Total expenditures			
Excess/(deficiency) of revenues over/(under) expenditures	1,539	8,159	
Fund balances - beginning Fund balances - ending	451,901 \$ 453,440	445,281 \$ 453,440	

### EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2024 WVP 3 FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month	Year to Date
REVENUES		
Interest	\$ 9,479	\$ 102,945
Total revenues	9,479	102,945
EXPENDITURES		
Capital outlay	-	2,843,202
Total expenditures		2,843,202
OTHER FINANCING SOURCES/(USES) Transfers in	<u>-</u>	6,470
Total other financing sources/(uses)		6,470
Net increase/(decrease), fund balance	9,479	(2,733,787)
Fund balances - beginning Fund balances - ending	2,362,536 \$2,372,015	5,105,802 \$2,372,015

### EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2024 PDP 4 FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month		Year to Date	
REVENUES  Total revenues	\$	<u>-</u>	\$	-
EXPENDITURES Construction Costs Total expenditures		<u>-</u>		531 531
Net increase/(decrease), fund balance		-		(531)
Fund balances - beginning Fund balances - ending	\$	(6,510) (6,510)	\$	(5,979) (6,510)

### EAST NASSAU STEWARDSHIP DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES MOBILITY FEE FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month		Year to Date	
REVENUES				
Mobility Fee Credit Revenue	\$		\$ 2,048,128	
Total revenues			2,048,128	
EXPENDITURES				
Total expenditures				
Net increase/(decrease), fund balance		-	2,048,128	
Fund balances - beginning	2,048,1	128	-	
Fund balances - ending	\$2,048,1	128	\$ 2,048,128	

## EAST NASSAU STEWARDSHIP DISTRICT

### MINUTES

### DRAFT

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1 2 3	MINUTES OF MEETING EAST NASSAU STEWARDSHIP DISTRICT			
4	The Board of Supervisors of the East Nassau Stewardship District held a Regular Meeting			
5	on February 20, 2025 at 10:30 a.m., at the Fer	nandina Beach Municipal Airport, 700 Airport Road,		
6	Fernandina Beach, Florida 32034.			
7 8	Present:			
9	Mike Hahaj	Chair		
10	Tommy Jinks	Vice Chair		
11	Allison Groomes	Assistant Secretary		
12	Jaime Northrup	Assistant Secretary		
13		, , , , , , , , , , , , , , , , , , , ,		
14	Also present:			
15	•			
16	Ernesto Torres	District Manager		
17	Michelle Rigoni (via telephone)	District Counsel		
18	Zach Brecht	District Engineer		
19	Carol Brown	Landowner Representative		
20	Todd Haskett	CCMC		
21				
22	FIRST ORDER OF BUSINESS	Call to Order		
23				
24	Mr. Torres called the meeting to order at 10:34 a.m.			
25				
26 27	SECOND ORDER OF BUSINESS	Roll Call		
28	Supervisors Hahaj, Jinks and Northrup	were present. Supervisor Groomes was not present		
29	at roll call. Supervisor Fancher was absent.			
30				
31	THIRD ORDER OF BUSINESS	Chairman's Opening Remarks		
32				
33	Mr. Hahaj thanked everyone for atten	ding, and voiced appreciation for their hard work.		
34	•			
35 36 37 38	FOURTH ORDER OF BUSINESS	Public Comments (limited to 3 minutes per person to any members of the public desiring to speak on a specific agenda item)		
39				
	The members of the public spoke.			
40				
41	FIFTH ORDER OF BUSINESS	Consent Agenda		

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- 43 A. Acceptance of Unaudited Financial Statements as of December 31, 2024
- 44 B. Approval of January 16, 2025 Regular Meeting Minutes
- 45 C. Ratification Items
  - I. Release of Collateral Assignment and Assumption of Development Rights for Certain Identified Property (Series 2024 Bonds Wildlight Village Phase 3)
  - II. Partial Release of Declaration of Consent to Jurisdiction of the East Nassau Stewardship District and to Imposition of Series 2024 Special Assessments
  - III. FINAL Acquisition Package (Conservation Lands and Mobility Trail Improvement (PDP 3 Phases)

Ms. Rigoni stated that, once the bonded project areas in Wildlight Village Phase 3 were completed, the items were no longer eligible for reimbursement to the Developer. The District previously completed acquisition processes to incorporate an amended and restated agreement to include those ineligible costs. This item incorporates the final amended and restated exhibits reflecting the correct costs for the Wildlight Village Phase 3 project. Regarding completion status and a transfer request form, Mr. Rigoni stated the completed form is part of the record of the completed package; however, she will double check and follow up with Ms. Northrup.

On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, the Unaudited Financial Statements as of December 31, 2024 and the January 16, 2025 Regular Meeting Minutes, as presented, were accepted and approved, respectively; and the Release of Collateral Assignment and Assumption of Development Rights for Certain Identified Property for the Series 2024 Bonds - Wildlight Village Phase 3; the Partial Release of Declaration of Consent to Jurisdiction of the East Nassau Stewardship District and to Imposition of Series 2024 Special Assessments; and the FINAL Acquisition Package for Conservation Lands and Mobility Trail Improvement (PDP 3 Phases), were ratified.

Ms. Groomes arrived at the meeting.

### SIXTH ORDER OF BUSINESS

Consideration of Resolutions Relating to Amendment of Annual Budgets

A. Resolution 2025-11, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; and Providing for an Effective Date [GF and DSAP1]

Mr. Torres stated the 2025 Amendment is to adjust the revenue in the gross assessment levy in the Special Revenue Fund. He will email what was previously approved, along with what was amended, to the Chair. Mr. Torres reviewed the minor changes to the current budget and stated that there might be further amendments to the budget before the audit is performed.

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On MOTION by Ms. Groomes and seconded by Mr. Hahaj, with all in favor, Resolution 2025-11, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; and Providing for an Effective Date [GF and DSAP1], was adopted.

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В. Resolution 2025-12, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; and Providing for an **Effective Date** 

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, Resolution 2025-12, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; and Providing for an Effective Date, was adopted.

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### **SEVENTH ORDER OF BUSINESS**

Consideration of Boardwalk and Trail **Maintenance Proposals** 

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Mr. Haskett presented two proposals for Boardwalk and Trail Maintenance. The goal is to enter into an annual maintenance agreement preferably with Pro Services, who quoted \$8,250.32, instead of with Rolling Suds, who quoted \$11,400. Ms. Rigoni asked if it is possible to request a revised proposal from the approved vendor that lists the District's maintenance items so it is clear what is under the scope of the District Agreement. Mr. Haskett replied affirmatively.

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On MOTION by Mr. Jinks and seconded by Ms. Groomes, with all in favor, the Pro Services Proposal for Boardwalk and Trail Maintenance, in the amount of \$8,250.32, was approved.

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### **EIGHTH ORDER OF BUSINESS**

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Consideration of England-Thims & Miller Work Authorization No 8 [CEI Services for the Construction of Chester Road and Riverbluff Parkway]

Mr. Brecht presented the England-Thims & Miller (ETM) Work Authorization No 8 and hourly fee schedule for 2025. A CEI representative engaged by the Developer will be on site. The total fee summary is \$120,820. Mr. Brecht discussed how it works if two CEI inspectors are on site, billing accuracy as ETM provides service to both the Developer and the District, if this proposal will roll into other construction projects, a funding source and completion time.

Mr. Brecht will revise Task #10 of the scope of services and forward an amended work authorization to the Board and Staff.

On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, England-Thims & Miller Work Authorization No 8 for CEI Services for the Construction of Chester Road and Riverbluff Parkway, in the amount of \$120,820, as amended, was approved.

### NINTH ORDER OF BUSINESS

Consideration of The Greenery of North Florida, Inc. Amendments to Landscape and Irrigation Maintenance Agreement

February 20, 2025

- A. Fourth Amendment (Hawthorne Park)
- B. Fifth Amendment (Still Quarters Road)

On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, the Greenery of North Florida, Inc. Amendments to Landscape and Irrigation Maintenance Agreements; the Fourth Amendment (Hawthorne Park) and Fifth Amendment (Still Quarters Road), were approved.

### 144 TENTH ORDER OF BUSINESS

Consideration of Authorization for RFP for Construction Services and Evaluation Criteria (Riverbluff Parkway Phases 2 and 3)

Mr. Brecht reviewed the details of the Request for Proposals (RFP) notice and the Evaluation Criteria and stated the temporary construction easement allows the contractor to work on behalf of the District.

Mr. Torres will include the Award of Contract on the April 17, 2025 meeting agenda.

Ms. Rigoni stated items 10A and 10C should be approved in substantial form and Item 10B, which is the Evaluation Criteria, should be approved in final form. The questions period will end on April 4, 2025.

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**TWELFTH ORDER OF BUSINESS** 

Consideration of The Greenery, Inc., Landscape Replacement Proposal

Mr. Haskett presented The Greenery, Inc., Landscape Replacement Proposal.

On MOTION by Mr. Jinks and seconded by Ms. Groomes, with all in favor, The Greenery, Inc., Landscape Replacement Proposal, in the amount of \$9,977.89, was approved.

### THIRTEENTH ORDER OF BUSINESS

### **Development Update/Staff Reports**

### A. Developer Representative

Ms. Brown reported the following:

- The development team worked with the University of Florida Institute of Food and Agricultural Sciences (UFIFAS) on several sustainability initiatives. UF recently asked for the District to consider a pilot program to install two cameras within the conservation habitat network to photograph wildlife and upload the data on a website. There is no cost to the District for this initiative; however, UF would like the District to install two cameras in two pine trees.
- The cameras will be monitored by Mr. Greg Jones, the real estate director for Wildlight LLC.
  - If it is found that the program is benefiting Wildlight, the recommendation is to increase the amenities and engage interested residents to participate in pulling camera footage and uploading it onto the website.

Discussion ensued regarding whether to approve the initiative, camera setup, conservation area access rules, a Wildlight Research Agreement with UFIFAS, the mission of the UFIFAS and potential issues with identifying protected species. Installation of cameras in the conservation area will be a discussion item on the next agenda.

A homeowner asked for permission to install a fence near his property. It was discovered that the fence would be on the drainage easement, which could be problematic and damage the valves. Ms. Brown suggested establishing a process for homeowners who wish to install fences, including coordinating with the HOA regarding the charter and permitting guidelines.

Ms. Rigoni concurred that it is best to take a proactive and collaborative approach with the HOA to protect drainage easement rights. If the Board is amenable, Staff will prepare and present a draft approval policy and a form of encroachment agreement, at the next meeting, that specifically outlines the policy review and approval criteria and the encroachment agreement will spell out the specific conditions for approval.

	EAST I	NASSAU STEW	ARDSHIP DISTRICT	DRAFT	February 20, 2025	
228		Discussion e	nsued regarding the	recommended fence	e installation process, how the	
229	proces	ss will impact	previously installe	d fences, drainage e	easements, unobstructed drain	
230	easements, an amended charter and the encroachment agreement.					
231		Ms. Rigoni v	will prepare and pr	esent a draft policy	for fence installations and an	
232	encro	achment agree	ement at the next me	eeting. Mr. Hajah sugg	ested Staff consider a reviewing	
233	fee. M	ls. Rigoni state	d a public hearing mu	ist be held in order to	set a fee. The Board can approve	
234	the pr	oposed policy	and rates at the next	meeting and set a pub	lic hearing for the April meeting.	
235	B.	District Coun	sel: Kutak Rock LLP			
236		Ms. Rigoni sta	ated her firm will mo	nitor the 2025 legislati	ve session and provide updates.	
237	C.	District Engin	eer: England-Thims	& Miller, Inc		
238		There was no	report.			
239	D.	Field Operati	ons: CCMC			
240		Mr. Haskett	presented the Janu	ary Operations Repo	rt and responded to questions	
241	regard	ding streetlight	s and an alligator in c	one of the ponds.		
242	E.	District Mana	ager: Wrathell, Hunt	and Associates, LLC		
243		• NEXT	MEETING DATE: Mai	rch 20, 2025 at 10:30 /	AM	
244		0	QUORUM CHECK			
245		Supervisors N	Northrup and Groome	es confirmed their atte	ndance at the March meeting.	
246		Discussion er	nsued regarding poss	ibly rescheduling the	March meeting due to lack of a	
247	quoru	m and schedu	ling a special meetin	g. Mr. Torres will con	tact Mr. Fancher to confirm his	
248	attend	dance at the ne	ext meeting.			
249						
250	FOU	RTEENTH ORDI	ER OF BUSINESS	Board Mer	nbers' Comments/Requests	
251 252		There were n	o Board member cor	nments or requests.		
253		mere were n	o board member cor	innents of requests.		
254	FIFTFF	ENTH ORDER O	OF BUSINESS	Public Com	ments	
255				, uono com		
256		No members	of the public spoke.			
257						
258 259	SIXTE	ENTH ORDER C	OF BUSINESS	Adjournme	nt	
260		On MOTION	by Mr. Hahaj and se	conded by Ms. Groon	nes, with all in favor, the	
261		meeting adjo	ourned at 12:02 p.m.			

	EAST NASSAU STEWARDSHIP DISTRICT	DRAFT	February 20, 2025
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266	Secretary/Assistant Secretary	Chair/Vice Chair	

## EAST NASSAU STEWARDSHIP DISTRICT

## RATIFICATION ITEMS I

This instrument was prepared by and upon recording should be returned to:

Michelle K. Rigoni, Esq. Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301

### RELEASE OF COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS FOR CERTAIN IDENTIFIED PROPERTY (PDP#4 Series 2024 Project)

THIS RELEASE OF COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS FOR CERTAIN IDENTIFIED PROPERTY ("Release"), is made as of this day of 2025, by:

EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government established and existing pursuant to Chapter 2017-206, Laws of Florida, and Chapter 189, *Florida Statutes*, being situated in Nassau County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"), in favor of:

WILDLIGHT LLC, a Delaware limited liability company, the owner of certain lands within the boundaries of the District, with an address at 1 Rayonier Way, Wildlight, Florida 3209, together with its successors and assigns ("Wildlight"), and

RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC, a Delaware limited liability company and affiliated entity of Wildlight, LLC, also the owner of certain lands within the boundaries of the District, with an address of 1 Rayonier Way, Wildlight, Florida 32097, together with its successors and assigns ("Raydient", and together with Wildlight, the "Landowner" and together with the District, the "Parties").

### WITNESSETH:

WHEREAS, District and Landowner are parties to that certain Collateral Assignment and Assumption of Development Rights Series 2024 Note [PDP#4 Series 2024 Project], dated December 6, 2024, and recorded in the public records of Nassau County, Florida, at Official Records Book 2754, Page 1295 ("Collateral Assignment"); and

WHEREAS, at the request of Nassau County, Florida ("County") receiving the Released Property (hereinafter defined) pursuant to that Park Donation Agreement [PDP4 Community Park – DSAP #2] by and between the County and Wildlight to be entered into on or about the same date as this Release, Landowner has requested that the District release certain property currently subject to the terms of the Collateral Assignment, which property is more particularly described in Exhibit A attached hereto and incorporated by reference herein ("Released Property"); and

WHEREAS, the District now desires to formally release the Released Property from the scope and effect of the Collateral Assignment to the extent said Collateral Assignment remains applicable to the Released Property, in accordance with and pursuant to the terms set forth herein this Release; and

WHEREAS, the Parties expressly acknowledge and agree that except as expressly set forth in this Release, the Collateral Assignment otherwise remains in full force and effect and that nothing contained herein is intended to nor shall be interpreted as waiving or otherwise releasing Landowner's obligations thereunder; and

**Now, THEREFORE,** for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Release.
- 2. RELEASE OF PROPERTY SUBJECT TO COLLATERAL ASSIGNMENT. The Released Property, which property is described in **Exhibit A** attached hereto and incorporated by reference herein, is hereby released and discharged from the operation and effect of the Collateral Assignment, and, to the extent applicable, as of the effective date of this Release, such Released Property shall no longer be subject to the terms and provisions of such Collateral Assignment.
- 3. COLLATERAL ASSIGNMENT REMAINS IN FULL FORCE AND EFFECT. Except as to the Released Property only and any other property automatically released under the terms of the Collateral Assignment, the Parties expressly acknowledge, agree, and affirm the continuing effectiveness and intent of the Collateral Assignment in all material respects and further acknowledge, agree, and affirm that nothing contained in this Release shall be deemed to or otherwise be construed as affecting any portion of the Collateral Assignment or the Parties respective obligations thereunder.

[Signature Pages Follow]

In witness whereof, the Parties have caused this Release to be executed, each respectively, by their duly authorized officers, which Release is effective as of the day and year first above written.

EAST NASSAU STEWARDSHIP DISTRICT Signed, sealed and delivered in the presence of: Mike Hahaj (Signature) Chair, Board of Supervisors Crystal L. Cook (Print Name) 1 Rayonier Way, Wildlight, FL 32097 (Address) Chrystal C. Dietz (Print Name) 1 Rayonier Way, Wildlight, FL 32097 (Address) STATE OF FLORIDA COUNTY OF NASSAU The foregoing instrument was acknowledged before me means of physical presence or online notarization this day of 2025, by Mike Hahaj, as Chair of the Board of Supervisors of the East Nassau Stewardship District, for and on behalf of the District. He is personally known to me or □ produced as identification. NOTARY STAMP: Chrystal C. Dietz CHRYSTAL C DIETZ

MY COMMISSION # HH 410826

Printed Name of Notary Public

Signed, sealed and delivered WILDLIGHT LLC in the presence of: a Delaware limited liability company (Signature) Wesley B. Hinton (Print Name) Vice President 1 Rayonier Way, Wildlight, FL 32097 (Address) (Signature) Chrystal C. Dietz (Print Name) 1 Rayonier Way, Wildlight, FL 32097 (Address) STATE OF FLORIDA COUNTY OF NASSAU The foregoing instrument was acknowledged before me means of physical presence or online notarization this day of the 2025, by Wesley B. Hinton, as Vice President of Wildlight LLC, a Delaware limited liability company, for and on behalf of company. He is personally known to me or □ produced as identification. NOTARY STAMP: Signature of Notary Public CHRYSTAL C DIETZ Chrystal C. Dietz MY COMMISSION # HH 410826 Printed Name of Notary Public EXPIRES: September 29, 2027

Signed, sealed and delivered in the presence of:  (Signature)  Crystal L. Cook  (Print Name)  1 Rayonier Way, Wildlight, FL 32097  (Address)  Chrystal C. Dietz  (Print Name)  1 Rayonier Way, Wildlight, FL 32097  (Address)	RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC a Delaware limited liability company  Wesley B. Hinton Vice President
online notarization this 25 day of	ed before me means of physical presence or 2025, by Wesley B. Hinton as Vice President of C, a Delaware limited liability company, for and on to me or produced as
NOTARY STAMP:  CHRYSTAL C DIETZ  MY COMMISSION # HH 410826  EXPIRES: September 29, 2027	Signature of Notary Public  Chrystal C. Dietz  Printed Name of Notary Public

# **EXHIBIT A**Legal Description of Released Property

The Land referred to herein below is situated in the County of NASSAU, State of Florida, and is described as follows:

PARCEL 21-6A (COUNTY PARK)

A PORTION OF SECTION 44, TOWNSHIP 3 NORTH, RANGE 28 EAST AND A PORTION OF SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, ALL LYING WITHIN THE JOHN W. LOWE (MILL GRANT), NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID LANDS CONTAINING 57.8 ACRES, MORE OR LESS.

Michelle K. Rigoni, Esq. KUTAK ROCK LLP 107 W. College Avenue Tallahassee, Florida 32301

# PARTIAL RELEASE OF DECLARATION OF CONSENT TO JURISDICTION OF THE EAST NASSAU STEWARDSHIP DISTRICT AND TO IMPOSITION OF SERIES 2024 SPECIAL ASSESSMENTS

PLEASE TAKE NOTICE that the East Nassau Stewardship District, a local unit of special-purpose government, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"), hereby releases and terminates the effectiveness of that certain Declaration of Consent to Jurisdiction of the District and Imposition of Series 2024 Special Assessments, recorded in Official Records Book 2754, Page 1311 of the public records of Nassau County, Florida ("Declaration of Consent"), solely with respect to the property more particularly described on Exhibit A ("Released Property") attached hereto and incorporated by reference herein.

The scope of this Partial Release is limited to the Released Lands and nothing contained in this Partial Release is intended or shall be construed as releasing or otherwise affecting the operation and effect of the Declarations of Consent on any remaining lands described in the Declarations of Consent.

#### [THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Partial Release of Declaration of Consent to Jurisdiction of the District and Imposition of Series 2024 Special Assessments has been executed to be effective as of the day of chrusy, 2025, and recorded in the Official Records of Nassau County, Florida. EAST NASSAU STEWARDSHIP DISTRICT Signed, sealed and delivered in the presence of: Mike Hahai (Signature) Chair, Board of Supervisors Crystal L. Cook (Print Name) 1 Rayonier Way, Wildlight, FL 32097 (Address) Chrystal C. Dietz (Print Name) 1 Rayonier Way, Wildlight, FL 32097 (Address) STATE OF FLORIDA COUNTY OF NASSAU The foregoing instrument was acknowledged before me means of physical presence or online notarization this day of 2025, by Mike Hahaj, as Chair of the Board of Supervisors of the East Nassau Stewardship District, for and on behalf of the District. He is personally known to me or produced \_\_\_\_ as identification. NOTARY STAMP: CHRYSTAL C DIETZ MY COMMISSION # HH 410826 Chrystal C. Dietz

Printed Name of Notary Public

4869-8118-6302.1

Exhibit A:

EXPIRES: September 29, 2027

Legal Description

## **EXHIBIT A**Legal Description of Released Property

The Land referred to herein below is situated in the County of NASSAU, State of Florida, and is described as follows:

PARCEL 21-6A (COUNTY PARK)

A PORTION OF SECTION 44, TOWNSHIP 3 NORTH, RANGE 28 EAST AND A PORTION OF SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, ALL LYING WITHIN THE JOHN W. LOWE (MILL GRANT), NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 631, PAGE 31, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE N47°56'22"W, ALONG THE SOUTHWESTERLY LINE OF LAST SAID LANDS AND ITS WESTERLY PROLONGATION THEREOF, A DISTANCE OF 2601.80 FEET; THENCE S29°12'46"E, A DISTANCE OF 45.88 FEET; THENCE S02°01'03"E, A DISTANCE OF 31.50 FEET; THENCE S29°29'29"E, A DISTANCE OF 58.89 FEET; THENCE S07°09'38"W, A DISTANCE OF 33.35 FEET; THENCE S12°16'48"W, A DISTANCE OF 27.55 FEET; THENCE S20°40'52"E, A DISTANCE OF 62.44 FEET; THENCE S26°08'42"E, A DISTANCE OF 14.42 FEET; THENCE S33°17'24"E, A DISTANCE OF 51.67 FEET; THENCE S21°15'20"E, A DISTANCE OF 100.48 FEET; THENCE S19°59'44"W, A DISTANCE OF 37.35 FEET; THENCE S14°21'34"E, A DISTANCE OF 75.00 FEET; THENCE S09°59'50"W, A DISTANCE OF 30.88 FEET; THENCE S28°35'39"E, A DISTANCE OF 41.75 FEET; THENCE S38°55'36"E, A DISTANCE OF 66.67 FEET; THENCE S37°55'25"E, A DISTANCE OF 73.88 FEET; THENCE S18°35'38"E, A DISTANCE OF 77.72 FEET; THENCE S32°10'33"E, A DISTANCE OF 59.16 FEET; THENCE S05°47'31"W, A DISTANCE OF 55.95 FEET; THENCE S00°00'00"E, A DISTANCE OF 44.30 FEET; THENCE S20°59'51"E, A DISTANCE OF 52.62 FEET; THENCE S34°07'58"W, A DISTANCE OF 54.09 FEET; THENCE S00°20'46"E, A DISTANCE OF 55.78 FEET; THENCE S15°51'13"W, A DISTANCE OF 53.72 FEET; THENCE S18°05'20"W, A DISTANCE OF 81.78 FEET; THENCE S29°55'35"W, A DISTANCE OF 30.06 FEET; THENCE S46°46'47"E, A DISTANCE OF 31.17 FEET; THENCE S61°44'01"E, A DISTANCE OF 7.68 FEET; THENCE S61°44'01"E, A DISTANCE OF 32.89 FEET; THENCE N78°13'41"E, A DISTANCE OF 64.10 FEET; THENCE S36°07'27"E, A DISTANCE OF 80.42 FEET; THENCE S48°23'53"E, A DISTANCE OF 80.78 FEET; THENCE S15°07'39"E, A DISTANCE OF 83.70 FEET; THENCE S10°05'33"E, A DISTANCE OF 65.32 FEET; THENCE S40°12'24"W, A DISTANCE OF 37.07 FEET; THENCE S02°24'40"E, A DISTANCE OF 39.27 FEET; THENCE S15°57'09"W, A DISTANCE OF 23.54 FEET; THENCE S27°05'26"W, A DISTANCE OF 39.76 FEET; THENCE S20°50'20"E, A DISTANCE OF 46.64 FEET; THENCE S08°11'06"E, A DISTANCE OF 43.58 FEET; THENCE S37°20'14"E, A DISTANCE OF 57.57 FEET; THENCE S02°26'18"E, A DISTANCE OF 45.14 FEET; THENCE S01°53'08"W, A DISTANCE OF 54.87 FEET; THENCE S09°30'13"E, A DISTANCE OF 40.30 FEET; THENCE S36°06'16"E, A DISTANCE OF 55.32 FEET; THENCE S29°37'29"E, A DISTANCE OF 60.69 FEET; THENCE \$16°08'52"E, A DISTANCE OF 73.47 FEET; THENCE \$26°04'02"E, A DISTANCE OF 68.22 FEET; THENCE S10°01'30"W, A DISTANCE OF 56.25 FEET; THENCE S72°59'59"E, A DISTANCE OF 50.33 FEET; THENCE S62°56'05"E, A DISTANCE OF 80.72 FEET; THENCE S51°27'43"E, A DISTANCE OF 67.72 FEET; THENCE S22°23'55"E, A DISTANCE OF 77.71 FEET; THENCE S05°35'39"W, A DISTANCE OF 34.83 FEET; THENCE S05°35'39"W, A DISTANCE OF 42.27 FEET; THENCE S13°42'28"E, A DISTANCE OF 66.02 FEET; THENCE \$16°00'04"W. A DISTANCE OF 54.70 FEET: THENCE \$12°56'21"W. A DISTANCE OF 11.77 FEET; THENCE S82°17'09"E, A DISTANCE OF 30.61 FEET; THENCE S07°54'25"E, A

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SAID LANDS CONTAINING 57.8 ACRES, MORE OR LESS.

This instrument was prepared by and upon recording should be returned to:

Jonathan T. Johnson, Esq. KUTAK ROCK LLP 107 W. College Avenue Tallahassee, Florida 32301 (This space reserved for Clerk)

### PARTIAL RELEASE OF TRUE-UP AGREEMENT SERIES 2024 SPECIAL ASSESSMENTS

THIS PARTIAL RELEASE OF TRUE-UP AGREEMENT, SERIES 2024 SPECIAL ASSESSMENTS [PDP#4 Series 2024 Project] ("Partial Release"), is made as of this day of 2025, by:

EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida and Chapter 189, *Florida Statutes*, being situated in Nassau County, Florida ("District"), in favor of:

WILDLIGHT LLC, a Delaware limited liability company, the primary landowner and developer in the District ("Landowner" and together with the District, "Parties").

#### WITNESSETH:

WHEREAS, District and Landowner are parties to that certain *True-Up Agreement, Series 2024 Special Assessments [PDP#4 Series 2024 Project]*, dated December 6, 2024, and recorded in the Official Records of Nassau County, Florida in Official Records Book 2754, Page 1321 ("Series 2024 True-Up Agreement"); and

WHEREAS, at the request of Nassau County, Florida ("County") receiving the Released Property (hereinafter defined) pursuant to that Park Donation Agreement [PDP4 Community Park – DSAP #2] by and between the County and Wildlight to be entered into on or about the same date as this Release, Landowner has requested that the District release certain property currently subject to the terms of the Series 2024 True-Up Agreement, which property is more particularly described in Exhibit A attached hereto and incorporated by reference herein ("Released Property"); and

WHEREAS, the District now desires to release the Released Property from the scope and effect of the Series 2024 True-Up Agreement to the extent said Series 2024 True-Up Agreement remains applicable to the Released Property, in accordance with and pursuant to the terms set forth herein this Partial Release; and

WHEREAS, the Parties expressly acknowledge and agree that except as expressly set forth in this Partial Release, the Series 2024 True-Up Agreement otherwise remains in full force and effect and that nothing contained herein this Partial Release is intended to nor shall be interpreted

as waiving or otherwise releasing Landowner's obligations thereunder, including Landowner's obligation to make any True-Up Payments (as such term is defined in the Series 2024 True-Up Agreement) which the District determines to be required in accordance with the terms and intent of such Series 2024 True-Up Agreement; and

**Now, THEREFORE,** for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. RECITALS; DEFINED TERMS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Partial Release. Capitalized terms for which no definition is provided herein shall have the meaning ascribed to them in the Series 2024 True-Up Agreement or other applicable document governing the District's Series 2024 Bonds and containing such definition.
- 2. PARTIAL RELEASE OF PROPERTY SUBJECT TO SERIES 2024 TRUE-UP AGREEMENT PROPERTY. The Released Property, which property is described in Exhibit A attached hereto and incorporated by reference herein, is hereby released and discharged from the operation and effect of the Series 2024 True-Up Agreement, and, to the extent applicable, as of the effective date of this Partial Release, such Released Property shall no longer be subject to the terms and provisions of such Series 2024 True-Up Agreement.
- 3. Series 2024 True-Up Agreement Remains In Full Force and Effect. Except as to the Released Property only, the Parties expressly acknowledge, agree, and affirm the continuing effectiveness and intent of the Series 2024 True-Up Agreement in all material respects and further acknowledge, agree, and affirm that nothing contained in this Partial Release shall be deemed to or otherwise be construed as affecting any portion of the Series 2024 True-Up Agreement or the Parties respective obligations thereunder, including but not limited to Landowner's obligation to make any required True-Up Payment(s) pursuant to the terms thereof, other than as expressly set forth herein this Partial Release.

[Signature Pages Follow]

In witness whereof, the Parties have caused this Partial Release to be executed, each respectively, by their duly authorized officers, which Partial Release is effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:  (Signature)  Crystal L. Cook  (Print Name)  1 Rayonier Way, Wildlight, FL 32097 (Address)	Mike Hahaj Chair, Board of Supervisors
(Signature)  Chrystal C. Dietz  (Print Name)  1 Rayonier Way, Wildlight, FL 32097 (Address)	
STATE OF FLORIDA COUNTY OF NASSAU	
The foregoing instrument was acknoon online notarization this day of Chairman of the Board of Supervisors of the of the District. He is personally known identification.	wledged before me means of physical presence or 2025, by Mike Hahaj, as East Nassau Stewardship District, for and on behalf on to me or produced as
CHRYSTAL C DIETZ MY COMMISSION # HH 410826 EXPIRES: September 29, 2027	Signature of Notary Public  Chrystal C. Dietz  Printed Name of Notary Public

Signed, sealed and delivered in the presence of:  (Signature)  Crystal L. Cook  (Print Name)  1 Rayonier Way, Wildlight, FL 32097 (Address)	WILDLIGHT LLC, a Delaware limited liability company  Wesley B. Hinton  Vice President
(Signature) (Chrystal C. Dietz (Print Name) 1 Rayonier Way, Wildlight, FL 32097 (Address)	
or online notarization this 25 day of	dged before me by means of physical presence 2025, by Wesley B. Hinton, a Delaware limited liability company. He C is
personally known to me or produced	as identification.
CHRYSTAL C DIETZ MY COMMISSION # HH 410826 EXPIRES: September 29, 2027	Signature of Notary Public  Chrystal C. Dietz  Printed Name of Notary Public
William Control of the Control of th	•

**EXHBIT A:** Legal Description of Released Property

# **EXHIBIT A Legal Description of Released Property**

The Land referred to herein below is situated in the County of NASSAU, State of Florida, and is described as follows:

PARCEL 21-6A (COUNTY PARK)

A PORTION OF SECTION 44, TOWNSHIP 3 NORTH, RANGE 28 EAST AND A PORTION OF SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, ALL LYING WITHIN THE JOHN W. LOWE (MILL GRANT), NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 631, PAGE 31, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY: THENCE N47°56'22"W, ALONG THE SOUTHWESTERLY LINE OF LAST SAID LANDS AND ITS WESTERLY PROLONGATION THEREOF, A DISTANCE OF 2601.80 FEET; THENCE S29°12'46"E, A DISTANCE OF 45.88 FEET; THENCE S02°01'03"E, A DISTANCE OF 31.50 FEET; THENCE S29°29'29"E, A DISTANCE OF 58.89 FEET; THENCE S07°09'38"W, A DISTANCE OF 33.35 FEET; THENCE S12°16'48"W, A DISTANCE OF 27.55 FEET; THENCE S20°40'52"E, A DISTANCE OF 62.44 FEET; THENCE S26°08'42"E, A DISTANCE OF 14.42 FEET; THENCE S33°17'24"E, A DISTANCE OF 51.67 FEET; THENCE S21°15'20"E, A DISTANCE OF 100.48 FEET; THENCE S19°59'44"W, A DISTANCE OF 37.35 FEET; THENCE \$14°21'34"E, A DISTANCE OF 75.00 FEET; THENCE \$09°59'50"W, A DISTANCE OF 30.88 FEET; THENCE S28°35'39"E, A DISTANCE OF 41.75 FEET; THENCE S38°55'36"E, A DISTANCE OF 66.67 FEET; THENCE S37°55'25"E, A DISTANCE OF 73.88 FEET; THENCE S18°35'38"E, A DISTANCE OF 77.72 FEET; THENCE S32°10'33"E, A DISTANCE OF 59.16 FEET; THENCE S05°47'31"W, A DISTANCE OF 55.95 FEET; THENCE S00°00'00"E, A DISTANCE OF 44,30 FEET; THENCE S20°59'51"E, A DISTANCE OF 52.62 FEET; THENCE \$34°07'58"W, A DISTANCE OF 54.09 FEET; THENCE \$00°20'46"E, A DISTANCE OF 55.78 FEET; THENCE S15°51'13"W, A DISTANCE OF 53.72 FEET; THENCE S18°05'20"W, A DISTANCE OF 81.78 FEET; THENCE S29°55'35"W, A DISTANCE OF 30.06 FEET; THENCE S46°46'47"E, A DISTANCE OF 31.17 FEET; THENCE S61°44'01"E, A DISTANCE OF 7.68 FEET; THENCE S61°44'01"E, A DISTANCE OF 32.89 FEET; THENCE N78°13'41"E, A DISTANCE OF 64.10 FEET; THENCE S36°07'27"E, A DISTANCE OF 80.42 FEET; THENCE S48°23'53"E, A DISTANCE OF 80.78 FEET; THENCE S15°07'39"E, A DISTANCE OF 83.70 FEET; THENCE S10°05'33"E, A DISTANCE OF 65.32 FEET; THENCE S40°12'24"W, A DISTANCE OF 37.07 FEET; THENCE S02°24'40"E, A DISTANCE OF 39.27 FEET; THENCE \$15°57'09"W, A DISTANCE OF 23.54 FEET; THENCE \$27°05'26"W, A DISTANCE OF 39.76 FEET; THENCE S20°50'20"E, A DISTANCE OF 46.64 FEET; THENCE S08°11'06"E, A DISTANCE OF 43.58 FEET; THENCE S37°20'14"E, A DISTANCE OF 57.57 FEET; THENCE S02°26'18"E, A DISTANCE OF 45.14 FEET; THENCE S01°53'08"W, A DISTANCE OF 54.87 FEET; THENCE S09°30'13"E, A DISTANCE OF 40.30 FEET; THENCE S36°06'16"E, A DISTANCE OF 55.32 FEET; THENCE S29°37'29"E, A DISTANCE OF 60.69 FEET; THENCE S16°08'52"E, A DISTANCE OF 73.47 FEET; THENCE S26°04'02"E, A DISTANCE OF 68.22 FEET; THENCE S10°01'30"W, A DISTANCE OF 56.25 FEET; THENCE S72°59'59"E, A DISTANCE OF 50.33 FEET; THENCE S62°56'05"E, A DISTANCE OF 80.72 FEET; THENCE S51°27'43"E, A DISTANCE OF 67.72 FEET; THENCE S22°23'55"E, A DISTANCE OF 77.71 FEET; THENCE S05°35'39"W, A DISTANCE OF 34.83 FEET; THENCE S05°35'39"W, A DISTANCE OF 42.27 FEET; THENCE S13°42'28"E, A DISTANCE OF 66.02 FEET; THENCE S16°00'04"W, A DISTANCE OF 54.70 FEET; THENCE S12°56'21"W, A DISTANCE OF 11.77

FEET; THENCE S82°17'09"E, A DISTANCE OF 30.61 FEET; THENCE S07°54'25"E, A DISTANCE OF 71.27 FEET; THENCE S08°55'25"W, A DISTANCE OF 41.12 FEET; THENCE S24°39'04"W, A DISTANCE OF 50.00 FEET; THENCE S48°23'02"W, A DISTANCE OF 39.34 FEET; THENCE S00°35'25"E, A DISTANCE OF 44.38 FEET; THENCE S24°32'11"W, A DISTANCE OF 5.66 FEET; THENCE S24°34'28"W, A DISTANCE OF 37.23 FEET; THENCE S88°09'13"W, A DISTANCE OF 53.51 FEET TO A POINT ON A NON-TANGENT CURVE. SAID CURVE HAVING A RADIAL BEARING OF S04°12'12"W, BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.01 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 5.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S87°30'42"W, 5.83 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S80°49'06"W, A DISTANCE OF 7.44 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 534.96 FEET; THENCE WESTERLY ALONG THE ARC OF LAST SAID CURVE AN ARC DISTANCE OF 68.39 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S84°28'51"W, 68.34 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE S37°50'19"W, A DISTANCE OF 69.43 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE HAVING A RADIAL BEARING OF S37°50'19"W, BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 108.07 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S27°23'33"E, 104.74 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE N88°23'35"E, A DISTANCE OF 301.34 FEET; THENCE S71°12'25"E, A DISTANCE OF 573.83 FEET; THENCE N31°45'06"E, A DISTANCE OF 107.14 FEET; THENCE N11°10'03"E, A DISTANCE OF 71.04 FEET; THENCE N11°55'57"E, A DISTANCE OF 101.85 FEET; THENCE N13°34'53"W, A DISTANCE OF 26.67 FEET; THENCE N12°08'06"W, A DISTANCE OF 53.72 FEET; THENCE N14°14'18"W, A DISTANCE OF 88.36 FEET; THENCE N22°10'19"E, A DISTANCE OF 54.80 FEET; THENCE N34°22'27"W, A DISTANCE OF 52.10 FEET; THENCE N13°56'10"W, A DISTANCE OF 74.81 FEET; THENCE N12°10'15"W, A DISTANCE OF 71.44 FEET; THENCE N27°25'16"E, A DISTANCE OF 5.23 FEET; THENCE N27°25'16"E, A DISTANCE OF 74.98 FEET; THENCE N30°13'09"E, A DISTANCE OF 63.63 FEET; THENCE N27°51'27"E, A DISTANCE OF 60.28 FEET; THENCE N30°14'09"E, A DISTANCE OF 97.17 FEET; THENCE N30°14'09"E, A DISTANCE OF 8.63 FEET; THENCE N30°14'09"E, A DISTANCE OF 7.29 FEET; THENCE N64°17'58"E, A DISTANCE OF 17.52 FEET; THENCE N64°17'58"E, A DISTANCE OF 82.02 FEET; THENCE N57°15'43"E, A DISTANCE OF 105.34 FEET; THENCE N32°11'57"E, A DISTANCE OF 61.50 FEET; THENCE N42°41'04"E, A DISTANCE OF 99.26 FEET; THENCE N49°58'29"E, A DISTANCE OF 65.54 FEET; THENCE N42°29'11"E, A DISTANCE OF 20.15 FEET; THENCE N27°31'38"E, A DISTANCE OF 57.99 FEET; THENCE N16°09'43"W, A DISTANCE OF 2.50 FEET; THENCE N09°29'08"W, A DISTANCE OF 74.03 FEET; THENCE N31°31'40"W, A DISTANCE OF 80.24 FEET; THENCE N31°34'50"W, A DISTANCE OF 23.52 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 631, PAGE 31 OF SAID CURRENT PUBLIC RECORDS; THENCE S38°10'15"W, ALONG LAST SAID LINE, A DISTANCE OF 32.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 57.8 ACRES, MORE OR LESS.

PREPARED BY AND RETURN TO: SPENCER N. CUMMINGS, ESQ. GUNSTER, YOAKLEY & STEWART, P.A. 225 WATER STREET, SUITE 1750 JACKSONVILLE, FL 32202

#### SPECIAL WARRANTY DEED

[PDP4 Community Park – DSAP #2]

THIS SPECIAL WARRANTY DEED is made and executed as of the day of February, 2025, by WILDLIGHT LLC, a Delaware limited liability company ("Grantor"), whose address is 1 Rayonier Way, Wildlight, Florida 32097, to BOARD OF COUNTY COMMISIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida ("Grantee").

#### WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in Nassau County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the restrictions, easements, agreements, reservations and other matters set forth on **Exhibit "B"** attached hereto and made a part hereof and other matters of record (collectively, the "Permitted Exceptions").

#### **TO HAVE AND TO HOLD** the same in fee simple forever.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for the Permitted Exceptions) and that Grantor will warrant and defend Grantee's title against the lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Exceptions) but against none other.

Grantee shall occupy and use the Property solely for regional and community park uses, along with any related supporting infrastructure, or similar type uses, such as a YMCA, Boys and Girls Club, community centers, ancillary park security/administration office and meeting space, concessions, food trucks, festival and entertainment space and facilities, and club/amenity facilities. This above restriction shall apply to the Property until November 27, 2073, at which time such restrictions of use are automatically terminated.

The covenants, restrictions and other terms contained herein shall run with title to the Property and be binding upon Grantee and all owners of the Property, or any portion thereof and shall benefit Grantor and its successors and assigns. None of the restrictions contained in this Deed shall constitute restrictions upon Grantor's adjacent property and the provisions contained herein shall not be construed to create implied negative reciprocal covenants upon any adjacent property. To the extent that any party bound shall default in its obligations pursuant to the terms of this Deed, the other party shall be entitled to exercise all remedies available to them in law or

in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy. Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person, entity or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

[Signatures commence on following page]

**IN WITNESS WHEREOF,** the Grantor and Grantee have caused these presents to be executed as of the day and year first written above.

Signed, sealed and delivered in the presence of:	GRANTOR:
Print Name: Crystal L. Cook Address: 1 Rayonier Way, Wildlight, FL 32097	WILDLIGHT LLC, a Delaware limited liability company  By:  Name: Wesley B. Hinton  Title: Vice President
Print Name: Chrystal C. Dietz Address: 1 Rayonier Way, Wildlight, FL 32097	
STATE OF FLORIDA  )SS  COUNTY OF NASSAU  The foregoing instrument was acknowled or □ online notarization, this day of President of WILDLIGHT LLC, a Delaware lim who □ is personally known to me or who identification.	ited liability company, on behalf of the company,
	Print Name Chrystal C. Dietz Notary Public, State of Florida Commission # HH 410826 My Commission Expires: 9.29.27



Signed, sealed and delivered in the presence of:

#### **BOARD OF COUNTY COMMISIONERS** OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida Print Name: Name: A.M. "Hupp" Title: Chairman 96135 Nassau Place, Suite 6 Address: Yulee, FL 32097 96135 Nassau Place, Suite 6 Address: Yulee, FL 32097 STATE OF FLORIDA )SS **COUNTY OF NASSAU** The foregoing instrument was acknowledged before me by means of means of physical presence or online notarization, this 25th day of February, 2025, by A.M. Huppmann, the Chairman of the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the state of Florida, on behalf of the County, who Lis personally known as identification. to me or who \( \square\) has produced \( \square\)

**GRANTEE:** 



Print Name Homber A

Notary Public, State of Florida Commission # # # # 178415 My Commission Expires: 9

#### **EXHIBIT "A" TO THE DEED**

#### **PROPERTY**

The Land referred to herein below is situated in the County of NASSAU, State of Florida, and is described as follows:

A PORTION OF SECTION 44, TOWNSHIP 3 NORTH, RANGE 28 EAST AND A PORTION OF SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, ALL LYING WITHIN THE JOHN W. LOWE (MILL GRANT), NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 631, PAGE 31, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE N47°56'16"W, ALONG THE SOUTHWESTERLY LINE OF LAST SAID LANDS AND ITS WESTERLY PROLONGATION THEREOF, A DISTANCE OF 2603.60 FEET: THENCE S29°12'46"E, A DISTANCE OF 45.82 FEET: THENCE S02°01'03"E, A DISTANCE OF 31.50 FEET; THENCE S29°29'29"E, A DISTANCE OF 58.89 FEET; THENCE S07°09'38"W, A DISTANCE OF 33.35 FEET; THENCE S12°16'48"W, A DISTANCE OF 27.55 FEET; THENCE S20°40'52"E, A DISTANCE OF 62.44 FEET; THENCE S26°08'42"E, A DISTANCE OF 14.42 FEET; THENCE S33°17'24"E, A DISTANCE OF 51.67 FEET; THENCE S21°15'20"E, A DISTANCE OF 100.48 FEET; THENCE S19°59'44"W, A DISTANCE OF 37.35 FEET; THENCE S14°21'34"E, A DISTANCE OF 75.00 FEET; THENCE S09°59'50"W, A DISTANCE OF 30.88 FEET; THENCE S28°35'39"E, A DISTANCE OF 41.75 FEET; THENCE S38°55'36"E, A DISTANCE OF 66.67 FEET; THENCE S37°55'25"E, A DISTANCE OF 73.88 FEET; THENCE S18°35'38"E, A DISTANCE OF 77.72 FEET: THENCE S32°10'33"E, A DISTANCE OF 59.16 FEET; THENCE S05°47'31"W, A DISTANCE OF 55.95 FEET; THENCE S00°00'00"E, A DISTANCE OF 44.30 FEET; THENCE S20°59'51"E, A DISTANCE OF 52.62 FEET; THENCE S34°07'58"W, A DISTANCE OF 54.09 FEET; THENCE S00°20'46"E, A DISTANCE OF 55.78 FEET; THENCE S15°51'13"W, A DISTANCE OF 53.72 FEET; THENCE S18°05'20"W, A DISTANCE OF 81.78 FEET; THENCE S29°55'35"W, A DISTANCE OF 30.06 FEET; THENCE S46°46'47"E, A DISTANCE OF 31.17 FEET; THENCE S61°44'01"E, A DISTANCE OF 40.58 FEET; THENCE N78°13'41"E, A DISTANCE OF 64.10 FEET; THENCE S36°07'27"E, A DISTANCE OF 80.42 FEET; THENCE S48°23'53"E, A DISTANCE OF 80.78 FEET; THENCE S15°07'39"E, A DISTANCE OF 83.70 FEET; THENCE S10°05'33"E, A DISTANCE OF 65.32 FEET; THENCE S40°12'24"W, A DISTANCE OF 37.07 FEET; THENCE S02°24'40"E, A DISTANCE OF 39.27 FEET; THENCE S15°57'09"W, A DISTANCE OF 23.54 FEET; THENCE S27°05'26"W, A DISTANCE OF 39.76 FEET; THENCE S20°50'20"E, A DISTANCE OF 46.64 FEET; THENCE S08°11'06"E, A DISTANCE OF 43.58 FEET; THENCE S37°20'14"E, A DISTANCE OF 57.57 FEET; THENCE S02°26'18"E, A DISTANCE OF 45.14 FEET: THENCE S01°53'08"W, A DISTANCE OF 54.87 FEET: THENCE S09°30'13"E, A DISTANCE OF 40.30 FEET; THENCE S36°06'16"E, A DISTANCE OF 55.32 FEET; THENCE S29°37'29"E, A DISTANCE OF 60.69 FEET; THENCE S16°08'52"E, A DISTANCE OF 73.47 FEET: THENCE S26°04'02"E. A DISTANCE OF 68.22 FEET: THENCE S10°01'30"W, A DISTANCE OF 56.25 FEET; THENCE S72°59'59"E, A DISTANCE OF 50.33 FEET; THENCE S62°56'05"E, A DISTANCE OF 80.72 FEET; THENCE S51°27'43"E, A DISTANCE OF 67.72 FEET; THENCE S22°23'55"E, A DISTANCE OF 77.71 FEET; THENCE S05°35'39"W, A DISTANCE OF 77.10 FEET; THENCE S13°42'28"E, A DISTANCE OF 66.02 FEET: THENCE S16°00'04"W, A DISTANCE OF 54.70 FEET: THENCE S12°56'21"W, A DISTANCE OF 11.77 FEET; THENCE S82°17'09"E, A DISTANCE OF 30.61 FEET; THENCE S07°54'25"E, A DISTANCE OF 71.27 FEET: THENCE S08°55'25"W, A DISTANCE OF 41.12 FEET; THENCE S24°39'04"W, A DISTANCE OF 50.00 FEET; THENCE S48°23'02"W, A DISTANCE OF 39.34 FEET; THENCE S00°35'25"E, A DISTANCE OF 44.38 FEET; THENCE S24°32'11"W, A DISTANCE OF 5.66 FEET; THENCE S24°34'28"W, A DISTANCE OF 37.23 FEET; THENCE S88°09'13"W, A DISTANCE OF 70.65 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET: THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 3.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S84°34'15"W, 3.12 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 525.82 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.37 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S84°16'37"W, 60.34 FEET TO A POINT OF NON-TANGENCY OF SAID CURVE THENCE S37°50'19"W, A DISTANCE OF 70.89 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE HAVING A RADIAL BEARING OF S37°50'19"W, BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 49°32'16", AN ARC DISTANCE OF 108.07 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S27°23'33"E, 104.74 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE N88°23'35"E, A DISTANCE OF 301.34 FEET; THENCE S71°12'25"E, A DISTANCE OF 573.83 FEET; THENCE N31°45'06"E, A DISTANCE OF 107.14 FEET; THENCE N11°10'03"E, A DISTANCE OF 71.04 FEET; THENCE N11°55'57"E, A DISTANCE OF 101.85 FEET; THENCE N13°34'53"W, A DISTANCE OF 26.67 FEET; THENCE N12°08'06"W, A DISTANCE OF 53.71 FEET; THENCE N14°14'18"W, A DISTANCE OF 88.36 FEET; THENCE N22°10'19"E, A DISTANCE OF 54.80 FEET; THENCE N34°22'27"W, A DISTANCE OF 52.10 FEET; THENCE N13°56'10"W, A DISTANCE OF 74.81 FEET; THENCE N12°10'15"W, A DISTANCE OF 71.44 FEET; THENCE N27°25'16"E, A DISTANCE OF 80.22 FEET; THENCE N30°13'09"E, A DISTANCE OF 63.63 FEET; THENCE N27°51'27"E, A DISTANCE OF 60.28 FEET; THENCE N30°14'09"E, A DISTANCE OF 113.09 FEET; THENCE N64°17'58"E, A DISTANCE OF 99.54 FEET; THENCE N57°15'43"E, A DISTANCE OF 105.34 FEET; THENCE N32°11'57"E, A DISTANCE OF 61.50 FEET; THENCE N42°41'04"E, A DISTANCE OF 99.26 FEET; THENCE N49°58'29"E, A DISTANCE OF 65.54 FEET; THENCE N42°29'11"E, A DISTANCE OF 20.15 FEET; THENCE N27°31'38"E, A DISTANCE OF 57.99 FEET; THENCE N16°09'43"W, A DISTANCE OF 2.50 FEET; THENCE N09°29'08"W, A DISTANCE OF 74.03 FEET; THENCE N31°31'40"W, A DISTANCE OF 80.24 FEET; THENCE N31°34'50"W, A DISTANCE OF 21.64 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 631, PAGE 31 OF SAID CURRENT PUBLIC RECORDS; THENCE S38°00'30"W, ALONG LAST SAID LINE, A DISTANCE OF 31.67 FEET TO THE POINT OF BEGINNING.

#### EXHIBIT "B" TO THE DEED

#### PERMITTED EXCEPTIONS

- 1. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Property prior to the date of this deed, and any adverse claim to all or part of the Property that is, at the date of this deed, or was previously under water.
- 2. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.
- 3. Agreement recorded in Book 1750, Page 809.
- 4. Matters contained in that certain Nassau County Ordinance No. 2013-11, being a Development Order for the East Nassau Employment Center recorded July 5, 2013 in Book 1866, Page 438; Adjustment recorded July 23, 2015 in Book 1993, Page 44.
- 5. East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement recorded July 10, 2013 in Book 1866, Page 1416, and as amended by instrument recorded July 23, 2015 in Book 1993, Page 22.
- 6. Notice of Creation and Establishment of the East Nassau Stewardship District as set out in instrument recorded June 30, 2017 in Book 2130, Page 727; Validation recorded July 26, 2018 in Book 2214, page 289.
- 7. Master Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the East Nassau Stewardship District recorded May 7, 2019 in Book 2272, page 1300; Supplemental Disclosure of Public Financing recorded May 7, 2019 in Book 2272, page 1445 and Second Disclosure of Public Financing recorded Supplemental recorded December 2, 2021 in Book 2518, Page 1103.
- 8. Rights of others to use the waters of any water body extending from the insured land onto other lands.
- 9. The nature, extent or existence of riparian rights or littoral rights is not insured.
- 10. Rights of the United States of America over any portion of the Land now or formerly submerged, arising by reason of the United States' control over navigable waters in the interest of navigation and commerce.

# EAST NASSAU STEWARDSHIP DISTRICT

# RATIFICATION ITEMS II

Inst. Number: 202545007246 Book: 2774 Page: 219 Page 1 of 15 Date: 3/13/2025 Time: 2:21 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

This instrument was prepared by and upon recording should be returned to:

Michelle K. Rigoni, Esq. KUTAK ROCK LLP 107 W. College Avenue Tallahassee, Florida 32301 (This space reserved for Clerk)

# PARTIAL RELEASE OF DECLARATION OF CONSENT TO JURISDICTION OF THE EAST NASSAU STEWARDSHIP DISTRICT AND TO IMPOSITION OF SERIES 2024 SPECIAL ASSESSMENTS

PLEASE TAKE NOTICE that the East Nassau Stewardship District, a local unit of special-purpose government, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"), hereby releases and terminates the effectiveness of that certain Declaration of Consent to Jurisdiction of the District and Imposition of Series 2024 Special Assessments, recorded in Official Records Book 2754, Page 1311 of the public records of Nassau County, Florida ("Declaration of Consent"), solely with respect to the property more particularly described on Exhibit A ("Released Property") attached hereto and incorporated by reference herein.

The scope of this Partial Release is limited to the Released Lands and nothing contained in this Partial Release is intended or shall be construed as releasing or otherwise affecting the operation and effect of the Declarations of Consent on any remaining lands described in the Declarations of Consent.

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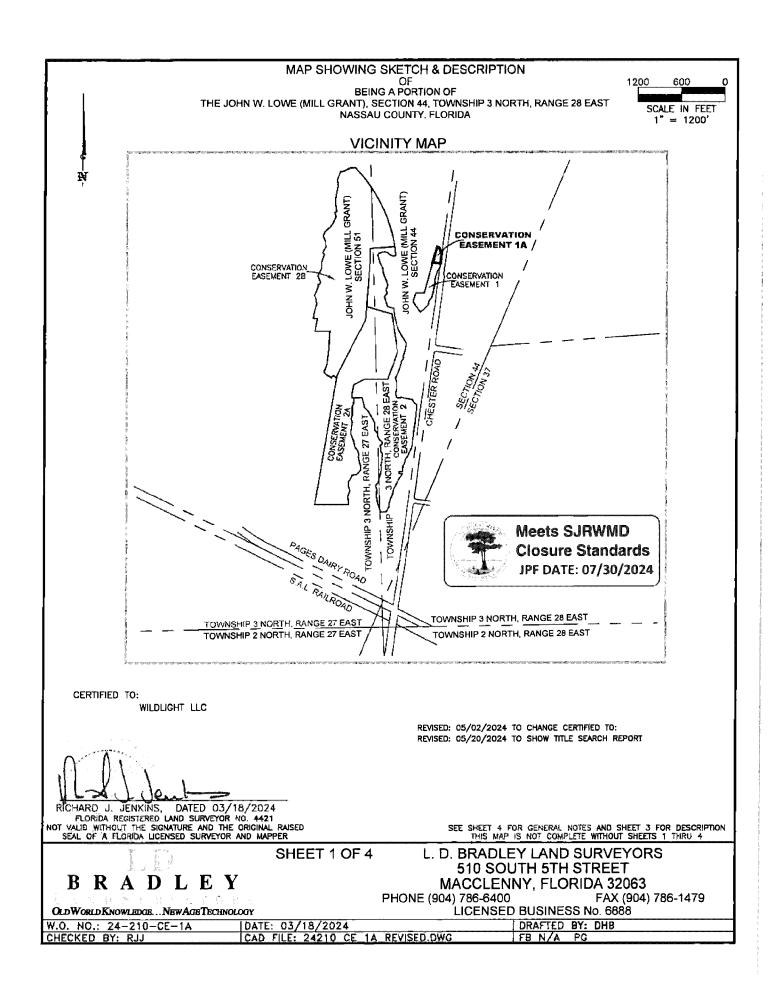
Inst. Number: 202545007246 Book: 2774 Page: 220 Page 2 of 15 Date: 3/13/2025 Time: 2:21 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

IN WITNESS WHEREOF, the foregoing Partial Release of Declaration of Consent to Jurisdiction of the District and Imposition of Series 2024 Special Assessments has been executed to be effective as of the 12 day of March, 2025, and recorded in the Official Records of Nassau County, Florida. Signed, sealed and delivered EAST NASSAU STEWARDSHIP DISTRICT in the presence of: (Signature) Mike Hahaj Crystal L. Cook Chair, Board of Supervisors (Print Name) 1 Rayonier Way, Wildlight, FL 32097 (Address) Michelle Van Deren (Print Name) 1 Rayonier Way, Wildlight, FL 32097 (Address) STATE OF FLORIDA COUNTY OF NASSAU The foregoing instrument was acknowledged before me means of physical presence or online notarization this late day of more 202s, by Mike Hahaj, as Chair of the Board of Supervisors of the East Nassau Stewardship District, for and on behalf of the District. He is personally known to me or produced **NOTARY STAMP:** gnature of Notary Public Chrystal C. Dietz Printed Name of Notary Public Exhibit A: Legal Description CHRYSTAL C DIETZ MY COMMISSION # HH 410826 EXPIRES: September 29, 2027

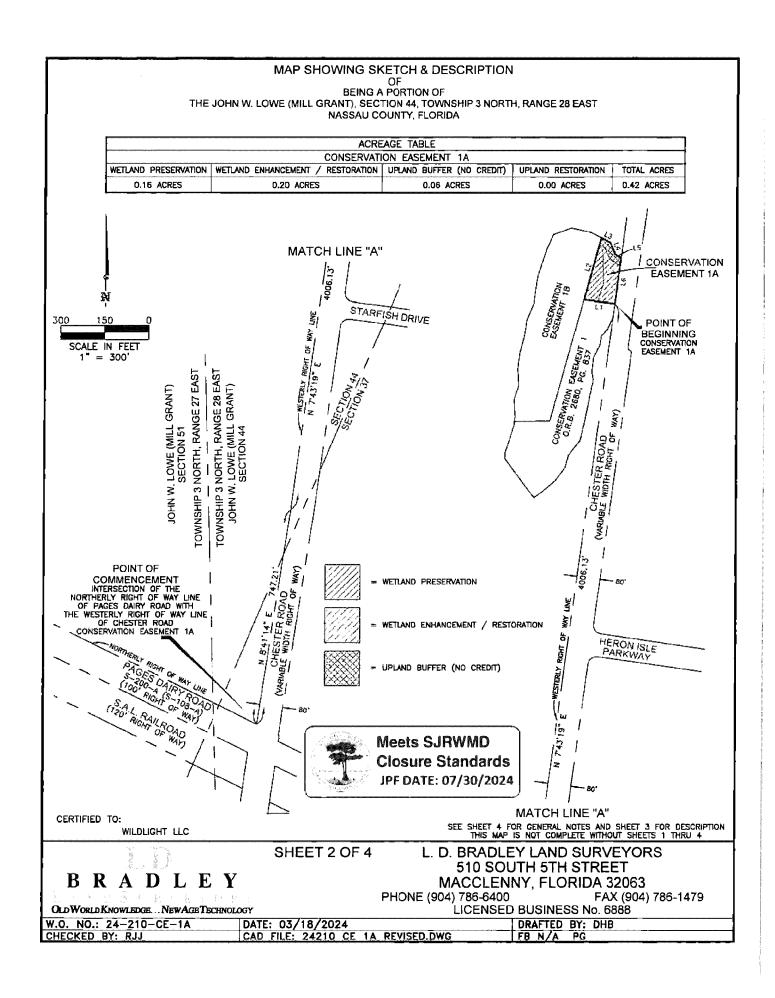
Inst. Number: 202545007246 Book: 2774 Page: 221 Page 3 of 15 Date: 3/13/2025 Time: 2:21 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

# **EXHIBIT A**Legal Description of Released Property

Inst. Number: 202545007246 Book: 2774 Page: 222 Page 4 of 15 Date: 3/13/2025 Time: 2:21 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00



Inst. Number: 202545007246 Book: 2774 Page: 223 Page 5 of 15 Date: 3/13/2025 Time: 2:21 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00



Inst. Number: 202545007246 Book: 2774 Page: 224 Page 6 of 15 Date: 3/13/2025 Time: 2:21 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

#### MAP SHOWING SKETCH & DESCRIPTION

OF BEING A PORTION OF THE JOHN W. LOWE (MILL GRANT), SECTION 44, TOWNSHIP 3 NORTH, RANGE 28 EAST NASSAU COUNTY, FLORIDA

A parcel of land, being a portion of the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Intersection of the Northerly Right of Way line of Pages Dairy Road (100 foot Right of Way) with the Westerly Right of Way line of Chester Road (Variable Width Right of Way); thence on said Westerly Right of way line for the next 2 courses, N 08'41'14" E, a distance of 747.21 feet; thence N 07'43'19" E, a distance of 4006.13 feet to the Point of Beginning; thence departing said Westerly Right of way line, N 82'16'41" W, a distance of 108.37 feet; thence N 15'37'53" E, a distance of 220.34 feet; thence S 62°12'22" E, a distance of 36.47 feet; thence S 22°28'48" E, a distance of 42.54 feet; thence S 56 47 10" E, a distance of 24.81 feet to a point on the aforesaid Westerly Right of way line; thence on said Westerly Right of way line, S 07'43'19" W, a distance of 158.29 feet to the Point of Beginning.

	LINE TABLE			
LINE #	BEARING	LENGTH		
L1	N 82'16'41" W	108.37		
12	N 15'37'53" E	220.34'		
L3	S 62'12'22" E	36.47'		
L4	S 22"28"48" E	42.54'		
L5	S 56'47'10" E	24.81		
L6	S 7'43'19" W	158.29'		



ACREAGE TABLE				
	CONSERVATION EASEMENT 1A			
WETLAND PRESERVATION	WETLAND ENHANCEMENT / RESTORATION	UPLAND BUFFER (NO CREDIT)	UPLAND RESTORATION	TOTAL ACRES
0.16 ACRES	0.20 ACRES	0.06 ACRES	0.00 ACRES	0.42 ACRES

CERTIFIED TO:

WILDLIGHT LLC

SEE SHEET 4 FOR GENERAL NOTES AND SHEET 3 FOR DESCRIPTION THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 4

SHEET 3 OF 4

L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063

OLD WORLD KNOWLEDGE ... NEW AGE TECHNOLOGY

BRADLEY

PHONE (904) 786-6400 FAX (904) 786-1479 LICENSED BUSINESS No. 6888

DRAFTED BY: DHB

W.O. NO.: 24-210-CE-1A

DATE: 03/18/2024 CAD FILE: 24210 CE CHECKED BY: RJJ 1A REVISED.DWG FB N/A PG Inst. Number: 202545007246 Book: 2774 Page: 225 Page 7 of 15 Date: 3/13/2025 Time: 2:21 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

#### MAP SHOWING SKETCH & DESCRIPTION

#### OF BEING A PORTION OF

THE JOHN W. LOWE (MILL GRANT), SECTION 44, TOWNSHIP 3 NORTH, RANGE 28 EAST NASSAU COUNTY, FLORIDA

#### SURVEYORS NOTES:

1.) I HAVE REVIEWED THE FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE SEARCH REPORT, FILE NO. 110298971, SEARCHED FROM: JUNE 9, 1972 THROUGH: APRIL 9, 2024 B:00 A.M., AND ALL EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THE LANDS DESCRIBED HEREIN.

O.R.B. 1486, PG. 1820: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 1750, PG. 809, TRACT 10: COVERS ENTIRE SUBJECT PROPERTY

O.R.B. 1866, PG. 438: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 1993, PG. 44: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

, O.R.B. 1866, PG. 1416: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 1993, PG. 22: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 2130, PG. 727, PARCEL 2: COVERS ENTIRE SUBJECT PROPERTY

O.R.B. 2214, PG. 289: NOT A SURVEY MATTER

O.R.B. 2272, PG. 1300: COVERS ENTIRE SUBJECT PROPERTY

O.R.B. 2272, PG. 1445: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 2518, PG. 1103: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 2607, PG. 1075: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 2680, PG. 837: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 381, PG. 37: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 520, PG. 1169: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 739, PG. 1275: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 675, PG. 391: DOES NOT PERTAIN TO THE SUBJECT PROPERTY



- 2.) THIS IS NOT A BOUNDARY SURVEY.
- 3.) BEARINGS SHOWN HEREON WERE ASSUMED ON THE WESTERLY RIGHT OF WAY LINE OF CHESTER ROAD, BEING N 8:41'14" E.
- 4.) SOURCES OF INFORMATION:
  - \* DEEDS OF RECORD
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 200 (A1A), SECTION 74040-2504
  - \* BOUNDARY SURVEY BY THIS FIRM, W.O. NO.: D-16-140, DATED 08/11/2016

ACREAGE TABLE				
	CONSERVATION EASEMENT 1A			
WETLAND PRESERVATION	WETLAND ENHANCEMENT / RESTORATION	UPLAND BUFFER (NO CREDIT)	UPLAND RESTORATION	TOTAL ACRES
0.16 ACRES	0.20 ACRES	0.06 ACRES	0.00 ACRES	0.42 ACRES

CERTIFIED TO:

WILDLIGHT LLC

SEE SHEET 4 FOR GENERAL NOTES AND SHEET 3 FOR DESCRIPTION THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 4

SHEET 4 OF 4

#### L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063

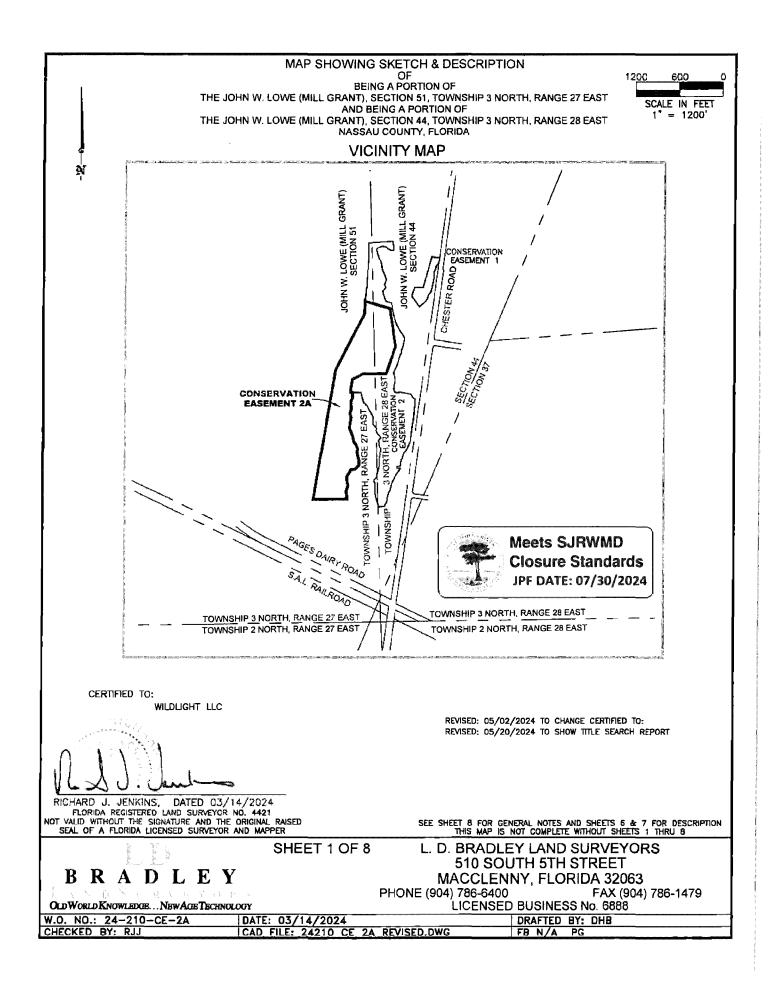
OLDWORLD KNOWLEDGE... NEW AGE TECHNOLOGY

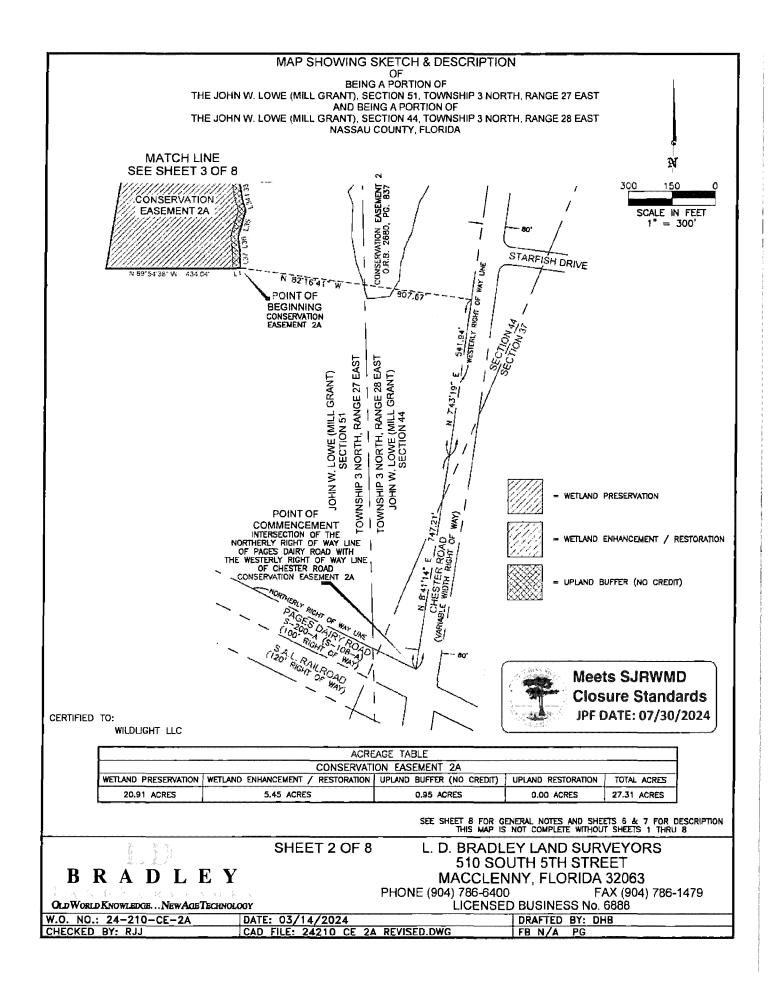
BRADLEY

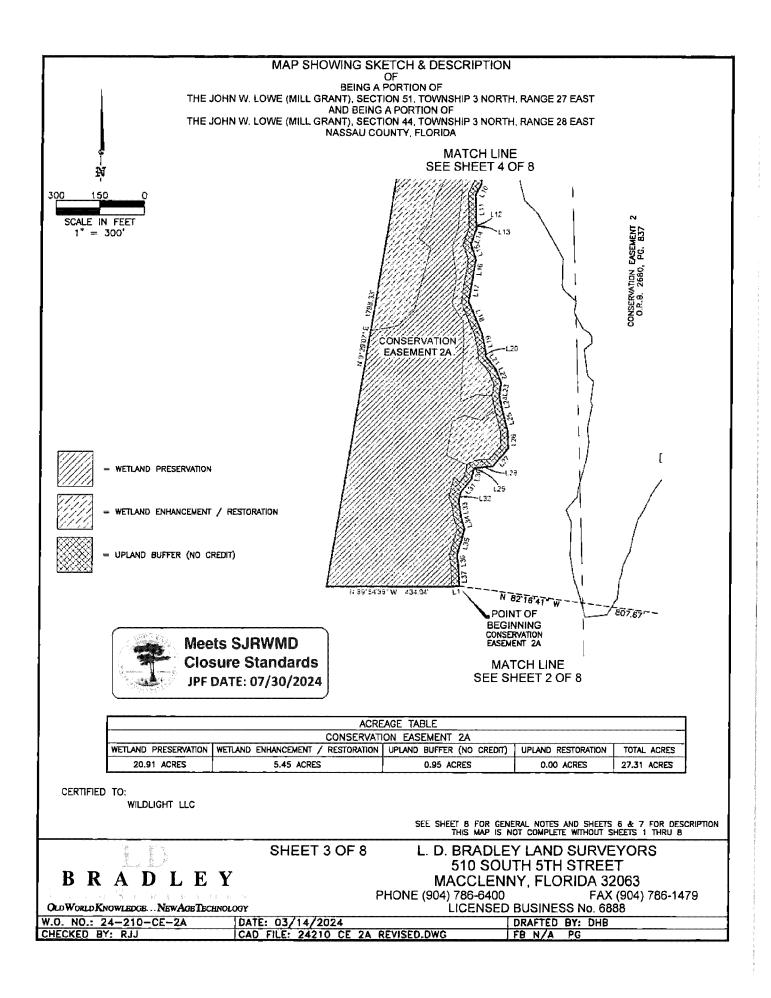
PHONE (904) 786-6400 FAX (904) 786-1479 LICENSED BUSINESS No. 6888

W.O. NO.: 24-210-CE-1A DATE: 03/18/2024 DRAFTED BY: DHB
CHECKED BY: RJJ CAD FILE: 24210 CE 1A REVISED.DWG FB N/A PG

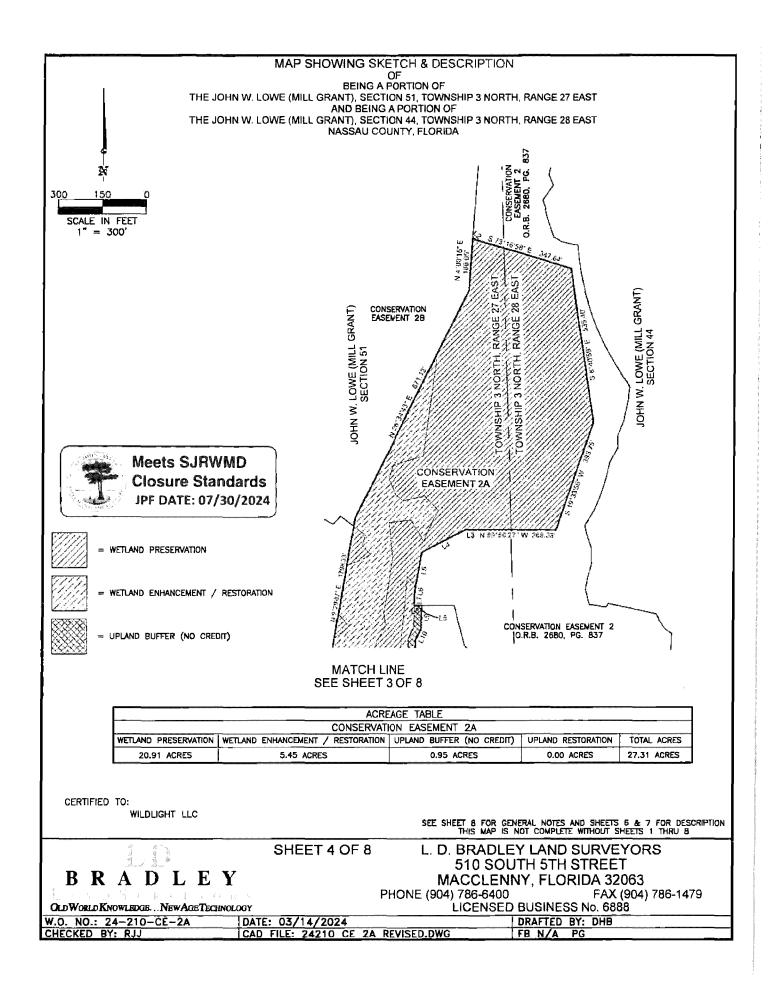
Inst. Number: 202545007246 Book: 2774 Page: 226 Page 8 of 15 Date: 3/13/2025 Time: 2:21 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00







Inst. Number: 202545007246 Book: 2774 Page: 229 Page 11 of 15 Date: 3/13/2025 Time: 2:21 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00



Inst. Number: 202545007246 Book: 2774 Page: 230 Page 12 of 15 Date: 3/13/2025 Time: 2:21 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

#### MAP SHOWING SKETCH & DESCRIPTION

OF BEING A PORTION OF

THE JOHN W. LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST AND BEING A PORTION OF THE JOHN W LOWE (MILL GRANT), SECTION 44, TOWNSHIP 3 NORTH, RANGE 28 EAST NASSAU COUNTY, FLORIDA

LINE TABLE			
LINE #	BEARING	LENGTH	
L1	S 84'02'33" W	25.05'	
L2	S 46'32'53" E	10.52'	
L3	N 9000'00" W	41.67'	
L4	S 62'35'33" W	168.97	
L5	S 10°27'31" W	119.33'	
L6	S 5'57'46" W	31.88'	
L7	S 0°43'09" W	34.71'	
LB	N 90.00,00 E	25.00'	
L9	S 0'43'09" W	80.74'	
L10	S 27"16'25" W	41.68'	
L11	S 1'29'30" E	106.46'	
L12	S 11'32'54" W	0.31'	
L13	S 11"50"01" E	8.40"	
L14	S 20'12'40" W	60.14'	
L15	S 19'23'38" E	53.67'	
L16	S 9'27'12" W	66.51'	
L17	S 6'58'24" W	B1.71'	
L18	S 22'15'48" E	119.95'	

		<u></u>
L19	S 11'00'20" E	65.00'
L20	S 2'33'52" E	16.02
L21	S 38'52'10" E	52. <b>4</b> 9'
L22	5 23'34'39" E	54.41
L23	S 8'23'04" W	44.37
L24	S 11'48'38" E	45.68'
L25	S 14*42'59" E	80.67
L26	S 1'22'48" E	58.991
L27	S 41"22'04" W	80.47'
L28	S 85'21'36" W	53.54'
L29	S 58'53'48" W	14.02'
L30	S 11"31"09" W	32.10'
L31	S 38'46'20" W	59.25'
L32	S 11'53'23" W	33.37'
L33	S 9"18"57" E	53.47'
L34	S 16'20'13" E	45.04'
L35	S 15'54'29" W	93.15'
L36	S 6"55'26" E	43.25'
L37	S 2"18'24" E	63.73'



ACREAGE TABLE				
	CONSERVATION EASEMENT 2A			
WETLAND PRESERVATION	WETLAND ENHANCEMENT / RESTORATION	UPLAND BUFFER (NO CREDIT)	UPLAND RESTORATION	TOTAL ACRES
20.91 ACRES	5.45 ACRES	0.95 ACRES	0.00 ACRES	27.31 ACRES

CERTIFIED TO:

WILDLIGHT LLC

SEE SHEET 8 FOR GENERAL NOTES AND SHEETS 6 & 7 FOR DESCRIPTION THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 8

SHEET 5 OF 8

L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400

FAX (904) 786-1479

LICENSED BUSINESS No. 6888

OLDWORLD KNOWLEDGE... NEW AGE TECHNOLOGY

BRADLEY

 W.O. NO.: 24-210-CE-2A
 DATE: 03/14/2024
 DRAFTED BY: DHB

 CHECKED BY: RJJ
 CAD FILE: 24210 CE 2A REVISED.DWG
 FB N/A PG

Inst. Number: 202545007246 Book: 2774 Page: 231 Page 13 of 15 Date: 3/13/2025 Time: 2:21 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

#### MAP SHOWING SKETCH & DESCRIPTION

OF BEING A PORTION OF

THE JOHN W. LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST AND BEING A PORTION OF THE JOHN W. LOWE (MILL GRANT), SECTION 44, TOWNSHIP 3 NORTH, RANGE 28 EAST NASSAU COUNTY, FLORIDA

A parcel of land, being a portion of the John W. Lowe Mill Grant, Section 51, Township 3 North, Range 27 East and being a portion of the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, all being in Nassau County, Florida, and being more particularly described as follows:

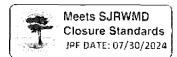
Commence at the Intersection of the Northerly Right of Way line of Pages Dairy Road (100 foot Right of Way) with the Westerly Right of Way line of Chester Road (Variable Width Right of Way); thence on said Westerly Right of way line for the next 2 courses. N 08'41'14" E, a distance of 747.21 feet; thence N 07'43'19" E, a distance of 541.94 feet; thence departing said Westerly Right of Way line, N 82'16'41" W, a distance of 807.67 feet to the Point of Beginning; thence S 84'02'33" W, a distance of 25.05 feet; thence N 89'54'38" W. a distance of 434.04 feet; thence N 09°29'07" E, a distance of 1798.33 feet; thence N 26'34'43" E, a distance of 871.13 feet; thence N 04'00'15" E, a distance of 186.05 feet; thence S 46'32'53" E, a distance of 10.52 feet; thence S 73'16'58" E, a distance of 347.64 feet; thence S 08'40'59" E, a distance of 535.40 feet; thence S 19°33'56" W. a distance of 393.75 feet; thence N 89°56'27" W. a distance of 268.03 feet; thence N 90°00'00" W, a distance of 41.67 feet; thence S 62'35'33" W, a distance of 168.97 feet; thence S 10°27'31" W, a distance of 119.33 feet; thence S 05°57'46" W, a distance of 31.88 feet; thence S 00'43'09" W, a distance of 34.71 feet; thence N 90'00'00" E, a distance of 25.00 feet; thence S 00'43'09" W, a distance of 80.74 feet; thence S 27'16'25" W, a distance of 41.68 feet; thence S 01'29'30" E, a distance of 106.46

#### **CONTINUE ON SHEET 7 OF 8**

ACREAGE TABLE				
	CONSERVATION EASEMENT 2A			
WETLAND PRESERVATION	WETLAND ENHANCEMENT / RESTORATION	UPLAND BUFFER (NO CREDIT)	UPLAND RESTORATION	TOTAL ACRES
20.91 ACRES	5.45 ACRES	0.95 ACRES	0.00 ACRES	27.31 ACRES

CERTIFIED TO:

WILDLIGHT LLC



SEE SHEET 8 FOR GENERAL NOTES AND SHEETS 6 & 7 FOR DESCRIPTION THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 8

SHEET 6 OF 8

L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400

FAX (904) 786-1479

LICENSED BUSINESS No. 6888

OLDWORLD KNOWLEDGE. NEW AGE TECHNOLOGY

BRADLEY

W.O. NO.: 24-210-CE-2A DATE: 03/14/2024 DRAFTED BY: DHB CHECKED BY: RJJ CAD FILE: 24210 CE 2A REVISED DWG

Inst. Number: 202545007246 Book: 2774 Page: 232 Page 14 of 15 Date: 3/13/2025 Time: 2:21 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

### MAP SHOWING SKETCH & DESCRIPTION

BEING A PORTION OF
THE JOHN W. LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST

AND BEING A PORTION OF THE JOHN W. LOWE (MILL GRANT), SECTION 44, TOWNSHIP 3 NORTH, RANGE 28 EAST NASSAU COUNTY, FLORIDA

### CONTINUE FROM SHEET 6 OF 8

feet; thence S 11°32'54" W, a distance of 0.31 feet; thence S 11°50'01" E, a distance of 8.40 feet; thence S 20°12'40" W, a distance of 60.14 feet; thence S 19'23'38" E, a distance of 53.67 feet; thence S 09'27'12" W, a distance of 66.51 feet; thence S 08<sup>5</sup>8<sup>2</sup>4" W, a distance of 81.71 feet; thence S 22<sup>1</sup>5<sup>4</sup>8" E, a distance of 119.95 feet; thence S 11'00'20" E, a distance of 65.00 feet; thence S 02'33'52" E, a distance of 16.02 feet; thence S 38°52'10" E, a distance of 52.49 feet; thence S 23°34'39" E, a distance of 54.41 feet; thence S 08°23'04" W. a distance of 44.37 feet; thence S 11'48'38" E, a distance of 45.68 feet; thence S 14'42'59" E, a distance of 80.67 feet; thence S 01'22'48" E, a distance of 58.99 feet; thence S 41'22'04" W, a distance of 80.47 feet; thence S 85°21'36" W, a distance of 53.54 feet; thence S 58°53'48" W, a distance of 14.02 feet; thence S 11°31'09" W, a distance of 32.10 feet; thence S 38'46'20" W, a distance of 59.25 feet; thence S 11.53'23" W, a distance of 33.37 feet; thence S 09'18'57" E, a distance of 53.47 feet; thence S 16'20'13" E, a distance of 45.04 feet; thence S 15°54'29" W, a distance of 93.15 feet; thence S 06°55'26" E, a distance of 43.25 feet; thence S 02°18'24" E, a distance of 63.73 feet to the Point of Beginning.

ACREAGE TABLE				
CONSERVATION EASEMENT 2A				
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20.91 ACRES	5.45 ACRES	0.95 ACRES	0.00 ACRES	27.31 ACRES

CERTIFIED TO:

WILDLIGHT LLC



Meets SJRWMD Closure Standards JPF DATE: 07/30/2024

SEE SHEET 8 FOR GENERAL NOTES AND SHEETS 6 & 7 FOR DESCRIPTION THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 8

SHEET 7 OF 8

# BRADLEY

L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400 FAX (904) 786-1479

OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY LICENSED BUSINESS No. 6888

W.O. NO.: 24-210-CE-2A DATE: 03/14/2024 DRAFTED BY: DHB

CHECKED BY: RJJ CAD FILE: 24210 CE 24 REVISED.DWG FB N/A PG

Inst. Number: 202545007246 Book: 2774 Page: 233 Page 15 of 15 Date: 3/13/2025 Time: 2:21 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

### MAP SHOWING SKETCH & DESCRIPTION

OF BEING A PORTION OF

THE JOHN W. LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST AND BEING A PORTION OF

THE JOHN W. LOWE (MILL GRANT), SECTION 44, TOWNSHIP 3 NORTH, RANGE 28 EAST NASSAU COUNTY, FLORIDA

### SURVEYORS NOTES:

1.) I HAVE REVIEWED THE FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE SEARCH REPORT, FILE NO. 110298971, SEARCHED FROM: JUNE 9, 1972 THROUGH: APRIL 9, 2024 8:00 A.M., AND ALL EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THE LANDS DESCRIBED HEREIN.

O.R.B. 1486, PG. 1820: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 1750, PG. 809, TRACT 10: COVERS ENTIRE SUBJECT PROPERTY

O.R.B. 1866, PG. 438: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 1993, PG. 44: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 1866, PG. 1416: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 1993, PG. 22: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 2130, PG. 727, PARCEL 2: COVERS ENTIRE SUBJECT PROPERTY

O.R.B. 2214, PG. 289: NOT A SURVEY MATTER

O.R.B. 2272, PG. 1300: COVERS ENTIRE SUBJECT PROPERTY

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O.R.B. 2518, PG. 1103: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 2607, PG. 1075: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 2680, PG. 837; DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 381, PG. 37: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 520, PG. 1169: DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 739, PG. 1275; DOES NOT PERTAIN TO THE SUBJECT PROPERTY

O.R.B. 675, PG. 391: DOES NOT PERTAIN TO THE SUBJECT PROPERTY



Meets SJRWMD Closure Standards JPF DATE: 07/30/2024

- 2.) THIS IS NOT A BOUNDARY SURVEY.
- 3.) BEARINGS SHOWN HEREON WERE ASSUMED ON THE WESTERLY RIGHT OF WAY LINE OF CHESTER ROAD, BEING N 8'41'14" E.
- 4.) SOURCES OF INFORMATION:
  - DEEDS OF RECORD
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY WAP OF STATE ROAD NO. 200 (A1A), SECTION 74040-2504

\* BOUNDARY SURVEY BY THIS FIRM, W.O. NO.: D-16-140, DATED 08/11/2016

CERTIFIED TO:

WILDLIGHT LLC

ACREAGE TABLE				
CONSERVATION EASEMENT 2A				
WETLAND PRESERVATION	WETLAND ENHANCEMENT / RESTORATION	UPLAND BUFFER (NO CREDIT)	UPLAND RESTORATION	TOTAL ACRES
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FAX (904) 786-1479

SHEET 8 OF 8

L. D. BRADLEY LAND SURVEYORS 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063

OLDWORLD KNOWLEDGE... NEW AGE TECHNOLOGY

BRADLEY

LICENSED BUSINESS No. 6888

PHONE (904) 786-6400

DRAFTED BY: DHB

W.O. NO.: 24-210-CE-2A DATE: 03/14/2024 CHECKED BY: RJJ CAD FILE: 24210 CE 2A REVISED.DWG

# EAST NASSAU STEWARDSHIP DISTRICT

# RATIFICATION ITEMS III

Inst. Number: 202545005935 Book: 2771 Page: 821 Page 1 of 6 Date: 3/3/2025 Time: 3:45 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Jonathan T. Johnson, Esq. KUTAK ROCK LLP 107 W. College Avenue Tallahassee, Florida 32301

# PARTIAL RELEASE OF TRUE-UP AGREEMENT SERIES 2024 SPECIAL ASSESSMENTS

THIS PARTIAL RELEASE OF TRUE-UP AGREEMENT, SERIES 2024 SPECIAL ASSESSMENTS [PDP#4 Series 2024 Project] ("Partial Release"), is made as of this 2000 day of 2025, by:

EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida and Chapter 189, *Florida Statutes*, being situated in Nassau County, Florida ("District"), in favor of:

WILDLIGHT LLC, a Delaware limited liability company, the primary landowner and developer in the District ("Landowner" and together with the District, "Parties").

### WITNESSETH:

WHEREAS, District and Landowner are parties to that certain *True-Up Agreement, Series 2024 Special Assessments [PDP#4 Series 2024 Project]*, dated December 6, 2024, and recorded in the Official Records of Nassau County, Florida in Official Records Book 2754, Page 1321 ("Series 2024 True-Up Agreement"); and

WHEREAS, at the request of Nassau County, Florida ("County") receiving the Released Property (hereinafter defined) pursuant to that Park Donation Agreement [PDP4 Community Park – DSAP #2] by and between the County and Wildlight to be entered into on or about the same date as this Release, Landowner has requested that the District release certain property currently subject to the terms of the Scries 2024 True-Up Agreement, which property is more particularly described in Exhibit A attached hereto and incorporated by reference herein ("Released Property"); and

WHEREAS, the District now desires to release the Released Property from the scope and effect of the Series 2024 True-Up Agreement to the extent said Series 2024 True-Up Agreement remains applicable to the Released Property, in accordance with and pursuant to the terms set forth herein this Partial Release; and

WHEREAS, the Parties expressly acknowledge and agree that except as expressly set forth in this Partial Release, the Series 2024 True-Up Agreement otherwise remains in full force and effect and that nothing contained herein this Partial Release is intended to nor shall be interpreted

Inst. Number: 202545005935 Book: 2771 Page: 822 Page 2 of 6 Date: 3/3/2025 Time: 3:45 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

as waiving or otherwise releasing Landowner's obligations thereunder, including Landowner's obligation to make any True-Up Payments (as such term is defined in the Series 2024 True-Up Agreement) which the District determines to be required in accordance with the terms and intent of such Series 2024 True-Up Agreement; and

**Now, THEREFORE,** for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. RECITALS; DEFINED TERMS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Partial Release. Capitalized terms for which no definition is provided herein shall have the meaning ascribed to them in the Series 2024 True-Up Agreement or other applicable document governing the District's Series 2024 Bonds and containing such definition.
- 2. PARTIAL RELEASE OF PROPERTY SUBJECT TO SERIES 2024 TRUE-UP AGREEMENT PROPERTY. The Released Property, which property is described in Exhibit A attached hereto and incorporated by reference herein, is hereby released and discharged from the operation and effect of the Series 2024 True-Up Agreement, and, to the extent applicable, as of the effective date of this Partial Release, such Released Property shall no longer be subject to the terms and provisions of such Series 2024 True-Up Agreement.
- 3. Series 2024 True-Up Agreement Remains In Full Force and Effect. Except as to the Released Property only, the Parties expressly acknowledge, agree, and affirm the continuing effectiveness and intent of the Series 2024 True-Up Agreement in all material respects and further acknowledge, agree, and affirm that nothing contained in this Partial Release shall be deemed to or otherwise be construed as affecting any portion of the Series 2024 True-Up Agreement or the Parties respective obligations thereunder, including but not limited to Landowner's obligation to make any required True-Up Payment(s) pursuant to the terms thereof, other than as expressly set forth herein this Partial Release.

[Signature Pages Follow]

Inst. Number: 202545005935 Book: 2771 Page: 823 Page 3 of 6 Date: 3/3/2025 Time: 3:45 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

IN WITNESS WHEREOF, the Parties have caused this Partial Release to be executed, each respectively, by their duly authorized officers, which Partial Release is effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:  (Signature)  Crystal L. Cook  (Print Name)  1 Rayonier Way, Wildlight, FL 32097 (Address)	Mike Hahaj Chair, Board of Supervisors
(Signature) Chrystal C. Dietz (Print Name) 1 Rayonier Way, Wildlight, FL 32097 (Address)	
online notarization this 25th day of	Vledged before me means of physical presence or 2025, by Mike Hahaj, as East Nassau Stewardship District, for and on behalf to me or producedas
NOTARY STAMP:  CHRYSTAL C DIETZ MY COMMISSION # HH 410826 EXPIRES: September 29, 2027	Signature of Notary Public  Chrystal C. Dietz  Printed Name of Notary Public

Signed, sealed and delivered WILDLIGHT LLC, a Delaware limited liability company in the presence of: (Signature) Wesley B. Hinton Vice President Crystal L. Cook (Print Name) 1 Rayonier Way, Wildlight, FL 32097 (Address) Chrystal C. Dietz (Print Name) 1 Rayonier Way, Wildlight, FL 32097 (Address) STATE OF FLORIDA **COUNTY OF NASSAU** The foregoing instrument was acknowledged before me by means of physical presence or O online notarization this 35 day of Jelsung 2025, by Wesley B. Hinton, as Vice President, on behalf of Wildlight LLC, a Delaware limited liability company. He D is as identification. personally known to me or produced NOTARY STAMP: Signature of Notary Public Chrystal C. Diet MY COMMISSION # HH 410826 Printed Name of Notary Public EXPIRES: September 29, 2027

**EXHBIT A:** Legal Description of Released Property

Inst. Number: 202545005935 Book: 2771 Page: 825 Page 5 of 6 Date: 3/3/2025 Time: 3:45 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

# EXHIBIT A Legal Description of Released Property

The Land referred to herein below is situated in the County of NASSAU, State of Florida, and is described as follows:

PARCEL 21-6A (COUNTY PARK)

A PORTION OF SECTION 44, TOWNSHIP 3 NORTH, RANGE 28 EAST AND A PORTION OF SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, ALL LYING WITHIN THE JOHN W. LOWE (MILL GRANT), NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 631, PAGE 31, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE N47°56'22"W, ALONG THE SOUTHWESTERLY LINE OF LAST SAID LANDS AND ITS WESTERLY PROLONGATION THEREOF, A DISTANCE OF 2601.80 FEET; S29°12'46"E, A DISTANCE OF 45.88 FEET; THENCE S02°01'03"E, A DISTANCE OF 31.50 FEET; THENCE S29°29'29"E, A DISTANCE OF 58.89 FEET; THENCE S07°09'38"W, A DISTANCE OF 33.35 FEET; THENCE S12°16'48"W, A DISTANCE OF 27.55 FEET; THENCE S20°40'52"E, A DISTANCE OF 62.44 FEET; THENCE S26°08'42"E, A DISTANCE OF 14.42 FEET; THENCE S33°17'24"E, A DISTANCE OF 51.67 FEET; THENCE S21°15'20"E, A DISTANCE OF 100.48 FEET; THENCE S19°59'44"W, A DISTANCE OF 37.35 FEET; THENCE S14°21'34"E, A DISTANCE OF 75.00 FEET; THENCE S09°59'50"W, A DISTANCE OF 30.88 FEET; THENCE S28°35'39"E, A DISTANCE OF 41.75 FEET; THENCE S38°55'36"E, A DISTANCE OF 66.67 FEET; THENCE S37°55'25"E, A DISTANCE OF 73.88 FEET; THENCE S18°35'38"E, A DISTANCE OF 77.72 FEET; THENCE S32°10'33"E, A DISTANCE OF 59.16 FEET; THENCE S05°47'31"W, A DISTANCE OF 55.95 FEET; THENCE S00°00'00"E, A DISTANCE OF 44.30 FEET; THENCE S20°59'51"E, A DISTANCE OF 52.62 FEET; THENCE \$34°07'58"W, A DISTANCE OF 54.09 FEET; THENCE \$00°20'46"E, A DISTANCE OF 55.78 FEET; THENCE S15°51'13"W, A DISTANCE OF 53.72 FEET; THENCE S18°05'20"W, A DISTANCE OF 81.78 FEET; THENCE S29°55'35"W, A DISTANCE OF 30.06 FEET; THENCE S46°46'47"E, A DISTANCE OF 31.17 FEET; THENCE S61°44'01"E, A DISTANCE OF 7.68 FEET; THENCE S61°44'01"E, A DISTANCE OF 32.89 FEET; THENCE N78°13'41"E, A DISTANCE OF 64.10 FEET; THENCE S36°07'27"E, A DISTANCE OF 80.42 FEET; THENCE S48°23'53"E, A DISTANCE OF 80.78 FEET; THENCE S15°07'39"E, A DISTANCE OF 83.70 FEET; THENCE S10°05'33"E, A DISTANCE OF 65.32 FEET; THENCE S40°12'24"W, A DISTANCE OF 37.07 FEET; THENCE S02°24'40"E, A DISTANCE OF 39.27 FEET; THENCE S15°57'09"W, A DISTANCE OF 23.54 FEET; THENCE S27°05'26"W, A DISTANCE OF 39.76 FEET; THENCE S20°50'20"E, A DISTANCE OF 46.64 FEET; THENCE S08°11'06"E, A DISTANCE OF 43.58 FEET; THENCE S37°20'14"E, A DISTANCE OF 57.57 FEET; THENCE S02°26'18"E, A DISTANCE OF 45.14 FEET; THENCE S01°53'08"W, A DISTANCE OF 54.87 FEET; THENCE S09°30'13"E, A DISTANCE OF 40.30 FEET; THENCE S36°06'16"E, A DISTANCE OF 55.32 FEET; THENCE S29°37'29"E, A DISTANCE OF 60.69 FEET; THENCE \$16°08'52"E, A DISTANCE OF 73.47 FEET; THENCE \$26°04'02"E, A DISTANCE OF 68.22 FEET; THENCE S10°01'30"W, A DISTANCE OF 56.25 FEET; THENCE S72°59'59"E, A DISTANCE OF 50.33 FEET; THENCE S62°56'05"E, A DISTANCE OF 80.72 FEET; THENCE S51°27'43"E, A DISTANCE OF 67.72 FEET; THENCE S22°23'55"E, A DISTANCE OF 77.71 FEET; THENCE S05°35'39"W, A DISTANCE OF 34.83 FEET; THENCE S05°35'39"W, A DISTANCE OF 42.27 FEET; THENCE S13°42'28"E, A DISTANCE OF 66.02 FEET; THENCE \$16°00'04"W. A DISTANCE OF 54.70 FEET; THENCE \$12°56'21"W, A DISTANCE OF 11.77 Inst. Number: 202545005935 Book: 2771 Page: 826 Page 6 of 6 Date: 3/3/2025 Time: 3:45 PM Mitch L. Keiter Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

FEET; THENCE S82°17'09"E, A DISTANCE OF 30.61 FEET; THENCE S07°54'25"E, A DISTANCE OF 71.27 FEET; THENCE S08°55'25"W, A DISTANCE OF 41.12 FEET; THENCE S24°39'04"W, A DISTANCE OF 50.00 FEET; THENCE S48°23'02"W, A DISTANCE OF 39.34 FEET; THENCE S00°35'25"E, A DISTANCE OF 44.38 FEET; THENCE S24°32'11"W, A DISTANCE OF 5.66 FEET; THENCE S24°34'28"W, A DISTANCE OF 37.23 FEET; THENCE S88°09'13"W, A DISTANCE OF 53.51 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE HAVING A RADIAL BEARING OF S04°12'12"W, BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.01 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 5.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S87°30'42"W, 5.83 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S80°49'06"W, A DISTANCE OF 7.44 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 534.96 FEET; THENCE WESTERLY ALONG THE ARC OF LAST SAID CURVE AN ARC DISTANCE OF 68.39 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S84°28'51"W, 68.34 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE S37°50'19"W, A DISTANCE OF 69.43 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE HAVING A RADIAL BEARING OF S37°50'19"W, BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 108.07 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S27°23'33"E, 104.74 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE N88°23'35"E, A DISTANCE OF 301.34 FEET; THENCE S71°12'25"E, A DISTANCE OF 573.83 FEET; THENCE N31°45'06"E, A DISTANCE OF 107.14 FEET; THENCE N11°10'03"E, A DISTANCE OF 71.04 FEET; THENCE N11°55'57"E, A DISTANCE OF 101.85 FEET; THENCE N13°34'53"W, A DISTANCE OF 26.67 FEET; THENCE N12°08'06"W, A DISTANCE OF 53.72 FEET; THENCE N14°14'18"W, A DISTANCE OF 88.36 FEET; THENCE N22°10'19"E, A DISTANCE OF 54.80 FEET; THENCE N34°22'27"W, A DISTANCE OF 52.10 FEET; THENCE N13°56'10"W, A DISTANCE OF 74.81 FEET; THENCE N12°10'15"W, A DISTANCE OF 71.44 FEET; THENCE N27°25'16"E, A DISTANCE OF 5.23 FEET; THENCE N27°25'16"E, A DISTANCE OF 74.98 FEET; THENCE N30°13'09"E, A DISTANCE OF 63.63 FEET; THENCE N27°51'27"E, A DISTANCE OF 60.28 FEET; THENCE N30°14'09"E, A DISTANCE OF 97.17 FEET; THENCE N30°14'09"E, A DISTANCE OF 8.63 FEET; THENCE N30°14'09"E, A DISTANCE OF 7.29 FEET; THENCE N64°17'58"E, A DISTANCE OF 17.52 FEET; THENCE N64°17'58"E, A DISTANCE OF 82.02 FEET; THENCE N57°15'43"E, A DISTANCE OF 105.34 FEET; THENCE N32°11'57"E, A DISTANCE OF 61.50 FEET; THENCE N42°41'04"E, A DISTANCE OF 99.26 FEET; THENCE N49°58'29"E, A DISTANCE OF 65.54 FEET; THENCE N42°29'11"E, A DISTANCE OF 20.15 FEET; THENCE N27°31'38"E, A DISTANCE OF 57.99 FEET; THENCE N16°09'43"W, A DISTANCE OF 2.50 FEET; THENCE N09°29'08"W, A DISTANCE OF 74.03 FEET; THENCE N31°31'40"W, A DISTANCE OF 80.24 FEET; THENCE N31°34'50"W, A DISTANCE OF 23.52 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 631, PAGE 31 OF SAID CURRENT PUBLIC RECORDS; THENCE S38°10'15"W, ALONG LAST SAID LINE, A DISTANCE OF 32.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 57.8 ACRES, MORE OR LESS.

# EAST NASSAU STEWARDSHIP DISTRICT

# RATIFICATION ITEMS IV

# FIRST AMENDMENT TO EAST NASSAU COMMUNITY PLANNING AREA MOBILITY IMPROVEMENT RESERVATION AGREEMENT [PORTION OF CURIOSITY AVENUE]

This First Amendment is made and entered into by and between NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter, the "County"), and EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special purpose government established and existing pursuant to Chapter 2017-206, Laws of Florida, and Chapter 189, *Florida Statutes*, (hereinafter, the "Mobility Improvement Builder").

# **RECITATION OF FACTS**

- A. **WHEREAS**, the parties entered into that certain East Nassau Community Planning Area Mobility Improvement Reservation Agreement [Portion of Curiosity Avenue] (the "Agreement") on November 18, 2024;
- B. WHEREAS, the Agreement identified the dollar value of the Mobility Improvement as \$1,984,530.92;
- C. WHEREAS, this dollar value in the Agreement was an outdated figure, and the correct final dollar value of the Mobility Improvement is \$2,048,128.27, which was referenced in the agenda cover sheet for the Agreement and supporting documentation;
- D. **WHEREAS**, the correct amount of the Mobility Improvement (\$2,048,128.27) has been paid in full to the Mobility Improvement Builder, despite the inadvertent reference to the outdated figure (\$1,984,530.92) in the Agreement; and
- E. **WHEREAS**, the parties desire to enter into this First Amendment to document the correct amount of the Mobility Improvement and the payment thereof for recordkeeping and audit purposes.
- **NOW, THEREFORE,** in consideration of the mutual covenants herein set forth, together with other good and valuable consideration, the County and Mobility Improvement Builder agree to the amend the Agreement as follows:
- 1. <u>Recitals</u>. The matters set forth in the Recitation of Facts paragraphs of this First Amendment are true and correct as of the date hereof and are incorporated herein by reference.
- 2. <u>Definitions</u>. Unless otherwise defined, all capitalized terms used herein shall have the meanings set forth in the Agreement.
- 3. <u>Consent of Raydient</u>. As required in the Mobility Fee Development Agreement, the written consent of Raydient to this First Amendment is evidenced by the letter dated March 6, 2025, and attached hereto as **Exhibit A**.

- 4. <u>Mobility Improvement</u>. Section 4.1 of the Agreement is hereby amended to change the figure for the Mobility Improvement from the outdated sum of \$1,984,530.92 to the correct sum of \$2,048,128.27.
- 5. <u>No Further Payment</u>. The parties agree that full payment has been made by the County to the Mobility Improvement Builder pursuant to the Agreement and that no further sums are due thereunder.
- 6. <u>Remainder of Agreement</u>. All other terms and conditions of the Agreement not inconsistent with the provisions of this First Amendment shall remain the same and in full force and effect.
- 7. <u>Counterparts</u>. This First Amendment may be executed in one or more counterparts, each of which is considered and shall be deemed to be an original.
- 8. <u>Effective Date</u>. This First Amendment shall become effective upon execution by the Nassau County Board of County Commissioners.

[Remainder of page intentionally blank. Signature pages follow.]

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the dates written below their respective names.

Signed, Sealed, and Delivered in the	EAST NASSAU STEWARDSHIP DISTRICT,		
Presence of:	a local unit of special purpose government		
Print Name: Crystal L. Cook Address: 1 Rayonier Way Wildlight, FL 32097  Print Name: Landy K. Rose Address: 1 Rayonier Way Wildlight, FL 32097	By:		
STATE OF FLORIDA (COUNTY OF NASSAU )  The foregoing instrument was acknowledged before me by means on physical presence or online notarization this day of March, 2025, by Tommy Jinks as Vice Chair of EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special purpose government, on behalf of the district. She/he is personally known to me or has produced as identification.			
NOTARY STAMP:	Anna Michelle Van De Signature of Notary Public		
ANNA MICHELLE VANDEREN  Commission # HH 233430  Expires April 3, 2026	Printed Name of Notary Public		

# NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida A.M. "Hupp" Huppmann Chairman, Board of County Commissioners Attest as to authenticity of the Chair's signature: Mitch L. Keiter Its: Ex-Officio Clerk Approved as to form and legality by the Nassau County Attorney DENISE C. MAY STATE OF FLORIDA COUNTY OF NASSAU The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this \_\_ day of \_\_\_\_\_, 2025, by A.M. Huppmann as Chairman of the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, for and on behalf of the County. She/he is □ personally known to me or □ has produced as identification. **NOTARY STAMP:**

Signature of Notary Public

Printed Name of Notary Public

# EXHIBIT "A"

SEE ATTACHED PAGE

.



March \_6, 2025

East Nassau Stewardship District c/o Craig Wrathell Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431

Re: Consent for First Amendment to ENCPA Mobility Improvement Reservation

Agreement for a Portion of Curiosity Avenue

Dear Mr. Wrathell:

Raydient LLC dba Raydient Places + Properties LLC ("Raydient") hereby consents to the East Nassau Stewardship District ("District") submitting to Nassau County, Florida, ("County") the First Amendment to Reservation Agreement ("First Amendment") to correct the final dollar value associated with the District's reimbursement for causing the dedication of right-of-way to the County and funding or (causing the funding) of the design, permitting and construction of improvements for the portion of Curiosity Avenue subject to the East Nassau Community Planning Area Mobility Improvement Reservation Agreement [Portion of Curiosity Avenue] entered into between Nassau County, Florida, and the District on November 18, 2024. Raydient provides this consent consistent with Section 3.5 of the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated June 24, 2013, as amended by the First Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated July 20, 2015, and as further amended by the Second Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated October 25, 2021.

Raydient understands that this signed letter will be attached as an exhibit to the First Amendment and expects the First Amendment to be approved and signed by the County on or around April 14, 2025.

Sincerely,

RAYDIENT LLC D/B/A RAYDIENT PLACES + PROPERTIES LLC, a Delaware limited liability company

Name: John R. Campbell

Title: Vice President
Date: 3/6/20

# EAST NASSAU STEWARDSHIP DISTRICT

# RATIFICATION ITEMS V

### PERSONNEL LEASING AGREEMENT

THIS PERSONNEL LEASING AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this day of \_\_\_\_\_\_\_\_\_, 2025, by and between WILDLIGHT LLC, a Delaware limited liability company ("Lessor" or "Developer"), and EAST NASSAU STEWARDSHIP DISTRICT, a special-purpose unit of local government established pursuant to Chapter 2017-206, Laws of Florida (hereinafter referred to as "Lessee" or "District").

## **RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements within and without the boundaries of the District within the development known as East Nassau Community Planning Area ("**Development**"); and

WHEREAS, pursuant to Chapter 2017-206, Laws of Florida, Wrathell, Hunt & Associates, LLC ("District Manager") is charged with the supervision of the works of the District including the hiring or provision of District employees, independent contractors, and other personnel; and

WHEREAS, the District has a need to utilize certain supplemental part time personnel to assist with construction project management and development related services ("Services", as more particularly described in Exhibit A and incorporated herein) related to the provision of the District's public infrastructure projects ("District Projects"); and

WHEREAS, due to the varying and inconsistent nature of the District's construction activities, the District's resources are best utilized by providing for the Services through the leasing of such personnel rather than by the District hiring its own full or part time personnel; and

WHEREAS, the Lessor employs significant full-time on-site personnel who oversee the Lessor's ongoing construction activities within the Development (the "Developer Projects" and together with the District Projects, the "Projects"); and

WHEREAS, the District Projects and Developer Projects are intertwined such that the timely and successful delivery of each of the projects is dependent on the timely and successful delivery of the other; and

WHEREAS, the District accordingly desires to enter into a lease agreement with Lessor to provide certain personnel to the District on an as-needed, part time basis, in order to assist the District's administration of District Projects and assist the District Manager and District Engineer with the administration and supervision of on-site construction of certain District Projects; and

**WHEREAS**, Lessor agrees to provide such a person or persons who may work with the District Engineer and District Manager from time to time under such terms as are detailed below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

- **1. RECITALS**. The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.
- 2. LEASE OF PERSONNEL. Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, an individual(s) with qualifications appropriate to assist in the Services, who will be designated by separate letter, for whatever sufficient time each week is reasonably necessary to complete the District Projects (herein referred to as the "Development Administrator"). The Development Administrator's salary and benefits shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may reassign or terminate the employment of the individual or individuals serving as Development Administrator; in such event, Lessor shall attempt to employ or provide a replacement, reasonably acceptable to Lessee, to serve as Development Administrator.
- 3. Duties. The Development Administrator shall work for the benefit of the District and shall be responsible for performing such duties related to construction administration as directed by the District Manager, on a part time, as-needed basis, to the District relative to the District Projects. The Development Administrator shall be responsible for assisting the District Engineer in the management of District construction projects in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants and applicable plans and specifications. The composition and functions of the Development Administrator are more specifically described in the Scope of Services, attached hereto as Exhibit A and incorporated by reference.
- **4. TERM.** The initial term of this Agreement shall be for a one (1) year period, commencing as of the date written above. This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee and Lessor shall have the right to immediately terminate this Agreement upon a breach by the other party.

## 5. COMPENSATION.

A. Due to i) the cost and time efficiencies gained for both parties' development of the Projects, and ii) other mutual benefit to the parties resulting from the Developer's provision of the Development Administrator(s), which the parties acknowledge and agree provide sufficient consideration for this Agreement, the parties further acknowledge and agree there shall be no monetary compensation for the District's utilization of the Development Administrator(s). Accordingly, any office space, supplies, support services, and/or other overhead

or facilities needed by the Development Administrator(s) in furtherance of the completion of the Services hereunder shall be furnished by the Developer at no cost to the District.

- **B.** The parties agree and covenant that any change in services or compensation under this Agreement shall be in writing, signed by both parties hereto, and shall reference this Section of this Agreement.
- 6. EMPLOYMENT OF DEVELOPMENT ADMINISTRATOR(S). For the avoidance of doubt, the Development Administrator(s) shall be deemed independent contractors, and not employees, of the District. Accordingly, the Developer agrees that it shall be solely responsible for all salary, employee benefits, and all payroll-related taxes and charges associated with the Developer's employment of the person(s) serving as Development Administrator(s). In no event shall this Agreement be construed as an employment agreement between the Development Administrator(s) and the District. In furtherance thereof, while the District can ask for assignment or reassignment of a specific Development Administrator(s), only the Developer may terminate the employment relationships of the individual or individuals serving as Development Administrator(s). In the event of termination of a Developer Administrator, Developer shall attempt to employ a replacement, acceptable to District, to serve as a Development Administrator.
- **7. CONTROL OF DISTRICT MANAGER.** All Services required to be rendered by the Development Administrator hereunder shall be rendered subject to the consent, control and direction of Lessee through the offices of the Lessee's District Manager or the District Manager's designee. The District Engineer is hereby designated as District Manager's designee.
- **8. RELATIONSHIPS.** Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Development Administrator shall be an employee of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Development Administrator, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Development Administrator.
- **9. PREVAILING PARTY.** If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.
- 10. Jury Waiver. The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of

conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

- 11. Force MAJEURE. Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.
- **12. Notices.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Lessor: Wildlight LLC

1 Rayonier Way Wildlight, FL 32097

Attention: John R. Campbell

B. If to District: East Nassau Stewardship District

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attention: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301 Attention: Jonathan T. Johnson

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

13. INDEMNIFICATION. Without waiving any of the protections and immunities afforded to the Lessee under Florida law, the parties agree to indemnify and hold each other harmless from and against any and all damages, losses or claims, up to the amounts set forth in section 768.28, Florida Statutes, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to gross negligence or willful misconduct of the other.

- **14. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Lessor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law, and nothing in this Agreement shall inure to the benefit of any third party not a formal party to this Agreement for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
- **15. Insurance.** Lessor shall, at its own expense, maintain insurance during the performance of the Development Administrator's Services under this Agreement, with limits of liability not less than the following:

Workers Compensation

Statutory

General Liability

Bodily Injury \$500,000/\$1,000,000

(including Contractual)

Property Damage \$500,000/\$1,000,000

(including Contractual)

Automobile Liability Combined Single Limit \$1,000,000

Bodily Injury / Property Damage

Lessor shall furnish the District, upon District's request, with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Lessor fail to maintain insurance in the above amounts.

If Lessor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Lessor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**16. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

- **17. FURTHER ACTIONS.** Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Agreement.
- **18. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The exclusive venue for any dispute resolution including but not limited to litigation shall be in Nassau County, Florida.
- **19. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.
- 20. Public Records. Lessor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Lessor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Lessor acknowledges that the designated public records custodian for the District is Craig Wrathell ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Lessor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Lessor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Lessor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Lessor, the Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

- **21. WAIVER.** No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.
- **22. SEVERABILITY.** If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.
- **23. Assignment.** Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party.
- **24. CAPTIONS.** The captions used herein are inserted only as a matter of convenience, and are not to be used in the interpretation of any provision hereof.
- **25. ENTIRE AGREEMENT; BINDING EFFECT.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party.
- **26. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Lessor acknowledges that, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:
  - **A.** Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
  - **B.** Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
  - **C.** Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
  - **D.** Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
  - **E.** Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Lessor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Lessor acknowledges that the District may terminate this Agreement if Lessor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Lessor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Lessor shall immediately notify the District. By entering into this Agreement, Lessor agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

**27. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[remainder of this page intentionally blank]

 ${\it IN~WITNESS~WHEREOF}, {\it the~parties~execute~this~agreement~the~day~and~year~first~written~above.}$ 

Attest:

Secretary/Assistant Secretary

**EAST NASSAU STEWARDSHIP DISTRICT** 

Chairperson, Board of Supervisors

WILDLIGHT LLC

Name: Wesley B. Hinton

Title: Vice President

# EXHIBIT A SCOPE OF SERVICES

The duties, obligations, and responsibilities of the Development Administrator are to assist the District Engineer in the provision of services in connection with the Project as more particularly described below (each of the items below together, the "Services"):

- 1. Attend Project preconstruction meetings with District and applicable contractor(s) for the Project (each a "Contractor").
- 2. Coordination of District Board approved contractors performing various work items associated with District projects.
- 3. Coordination and attendance of periodic project construction meetings.
- 4. Assistance with bidding, in accordance with requirements specified by the District including but not limited to rules of procedure and Florida law, for identified project services.
- 5. Provide initial review of improvements during site work, landscape and irrigation, hardscape, recreational items, pool site and building improvement installation.
- 6. Provide a second review of improvements during aforementioned improvements installation.
- 7. Assist District Engineer in the review of pay applications, improvements and documentation submitted by Contractor.
- 8. Coordinate Engineer's or Architect's responses to field questions and document changes or clarifications as needed by the Contractor, District and agencies having jurisdiction.
- 9. Coordinate the testing, inspections and other reviews necessary to obtain substantial completion and final completion of the improvements and acceptance by District, the District Engineer and permitting agencies.
- 10. Perform such other tasks as may be determined necessary and agreed to by the parties to this Agreement.

The Development Administrator shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of the Development Administrator's professional and related services performed under this Agreement shall be the care and skill ordinarily used by consultants providing similar assistance and practicing under similar circumstances at the same time and in the same locality.

# EAST NASSAU STEWARDSHIP DISTRICT

6

## **LICENSE AGREEMENT**

### WITNESSETH:

In consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

WHEREAS, Licensor owns that certain property identified as Nassau County Property Appraiser Parcel Numbers 50-3N-27-1005-CEA4-0000 and 44-2N-27-1004-0CEC-0000 as further described and generally depicted in EXHIBIT A attached hereto and incorporated herein ("License Area"), which License Area is subject to that certain *Deed of Conservation Easement Third Party Beneficiary Rights to USACE and Passive Recreational Uses* as set out in instrument recorded August 2, 2018 in Official Records Book 2215, page 1508, affected by Quit Claim Deeds recorded July 15, 2018 in Official Records Book 2207, Page 72, of Nassau County, Florida and *Deed of Conservation Easement Third Party Beneficiary Rights to USACE and Passive Recreational Uses in favor of St. Johns River Water Management District* as set out in instrument recorded November 22, 2017 in Official Records Book 2159, page 9; as modified by *Partial Release* recorded July 9, 2021 in Official Records Book 2478, page 883, of Nassau County, Florida ("Conservation Easement"), held by the St. Johns River Water Management District with third party enforcement rights to the United States Army Corps of Engineers (together, "Beneficiaries"); and

WHEREAS, Licensee desires to enter upon the License Area for the purpose to conduct a community outreach program and related research involving installation of cameras on observation platforms to observe presence of wildlife within such License Area, all as such activities are more particularly described in Exhibit B attached hereto and incorporated herein ("Activities"); and

**WHEREAS**, Licensor is willing to grant Licensee a non-exclusive license for the purpose of accessing the License Area ("License") in order to conduct the Activities subject to the terms and conditions provided herein; and

WHEREAS, Licensee acknowledges and appreciates the risks of coming on the License Area, and acknowledges and agrees that Licensee and all persons under Licensee's direction and control, as well as any other person on the License Area because of Licensee and/or at Licensee's invitation (collectively, the "Invitees") shall at all times exercise due care for their own personal safety and the safety on the License Area and shall fully indemnify Licensor for any damages which may occur on the License Area as a result of Licensee's Activities in such License Area.

**NOW, THEREFORE**, in consideration of the granting of such License, revocable at the pleasure of Licensor, Licensee agrees:

1. <u>Incorporation of Recitals</u>. Each of the above recitals is true and correct and stated herein again in their entirety.

- grants a non-exclusive license ("License") to Licensee and its Invitees to enter the License Area for the sole purpose of conducting the Activities. Licensee may not conduct any activity within the License Area other than the Activities without the prior written consent of Licensor. Licensee further agrees and acknowledges as follows: (i) the Licensor makes no representations or warranties that the License Area is suitable for the Activities; and (ii) the License Area is subject to the Conservation Easement, Licensee has read and reviewed the Conservation Easements, and the Activities conducted pursuant to the License granted herein shall comply with the Conservation Easement.
- 3. <u>Term and Termination</u>. The term of the License shall commence on April 17, 2025, and shall terminate on March 16, 2026 ("Initial Term"), unless terminated earlier by Licensor, subject to the use restrictions set forth in Section 4 below. Upon the expiration of Initial Term, this Agreement shall renew annually for up to four (4) additionally one (1) year terms, unless Licensee confirms in writing that they do not seek a renewal or Licensor notifies Licensee in writing of non-renewal prior to the expiration of each term. Licensee understands and agrees that Licensor may terminate this Agreement at any time and for no reason at all.
- 4. Release and Indemnity. As further consideration for the License granted hereunder, Licensee hereby agrees, only to the extent permitted by law:
- A. to assume all risks involved and to be fully responsible for the safety of Licensee, and Invitees and, and hereby releases, saves and discharges Licensor, its successors and assigns, from any and all claims and demands of whatever nature, whether for personal injury or death of Licensee or Invitees, or loss of, or damage to personal property, and hereby assume further full responsibility for any damage to property or persons resulting to Licensee and any Invitees as a result of the License granted herein; and
- B. to indemnify, defend, and hold harmless Licensor, its successors or assigns from any liability, costs and expenses, including attorney's fees, on account of injury to or death of any person or persons whomsoever, including Licensee, Invitees, employees, agents or representatives of the parties hereto or third persons, or for any loss or damage to property or violations of the Conservation Easement arising from or in connection with the permitted Activities, the use or occupancy of the License Area, or from ingress or egress from the License Area.
- C. that Licensor will look solely to Licensee's indemnification set forth herein this Section 4 in connection with Licensee and its Invitees entry upon and including any activity on the License Area.
- D. that neither Licensee nor its Invitees shall record a Notice of Commencement on the License Area and that Licensee shall pay for all services in connection with the Activities and pay or bond off any liens recorded against the License Area by Invitees within fifteen (15) days of recording of said liens.
- E. Licensee shall always conduct the Activities pursuant to all applicable federal, state, and local laws and regulations, and Conservation Easement. Licensor makes no representation or warranties that the Activities, as proposed, comply with applicable laws.
- F. that Licensee shall not perform any prohibited uses, as identified in the Conservation Easement, in the License Area.

- G. that Licensee shall not allow any third-party contractors to access the License Area without the written consent of the Licensor.
- 5. <u>Condition of the License Area</u>. Licensee accepts the License Area in its AS IS condition with all faults. Licensee acknowledges that the Licensor has conducted no investigation of the License Area and Licensee's use and occupancy of the License Area for the Activities pursuant to the License shall be at the Licensee's sole and absolute risk.
- 6. **Sharing of Information**. For so long as Licensor owns the License Area, any information or knowledge acquired by Licensee or its Invitees from the Activities or otherwise gained as a direct or indirect result of this License shall, upon written request by Licensee, be provided and shared with Licensee.
- 7. No Waste. Licensee agrees that no act shall be permitted and nothing shall be kept in or about said License Area that will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said License Area, including but not limited to Licensee shall in no way take any action or fail to take necessary action to ensure no adverse effect of to the merchantability of timber on Licensor's property. Licensee shall not permit the License Area to be used or occupied in any manner which violates any laws or regulations of any governmental agency.
- 8. <u>Waiver</u>. No failure of Licensor to enforce any term hereof shall be deemed a waiver of said term. The rights and remedies of Licensor as contained in this License and as permitted by law or equity shall be cumulative.
- 9. <u>Assignment</u>. Licensee may not assign this License in whole or in part, without the prior written approval of Licensor, which said approval may be withheld at Licensor's absolute discretion.
  - 10. **Recording**. This License shall not be recorded in the public records.
- 11. <u>Sovereign Immunity</u>. Nothing herein shall be construed as a waiver of the Licensor's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes* or other statute, and nothing in this License shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 12. <u>Public Records.</u> Licensee understands and agrees that all documents of any kind provided to the Licensor in connection with this Agreement may be public records, and, accordingly, shall be treated as such in accordance with the Licensor's Records Retention Policy and Florida law. Pursuant to Section 119.07(1)(a), *Florida Statutes*, Licensee shall permit such records to be inspected and copied by any person desiring to do so unless exempt by relevant statute. Failure of Licensee to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

[signatures on next page]

**IN WITNESS WHEREOF**, Licensor and Licensee have executed this Agreement as of the Effective Date set forth above.

LICENSOR:	LICENSEE:
EAST NASSAU STEWARDHIP DISTRICT	WILDLIGHT LLC, for and on behalf of the UNIVERSITY OF FLORIDA, INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES, WILDLIFE ECOLOGY AND CONSERVATION DEPARTMENT, a public body corporate
By: Name: Its:	By: Name: Its:

# **EXHIBIT A**The License Area

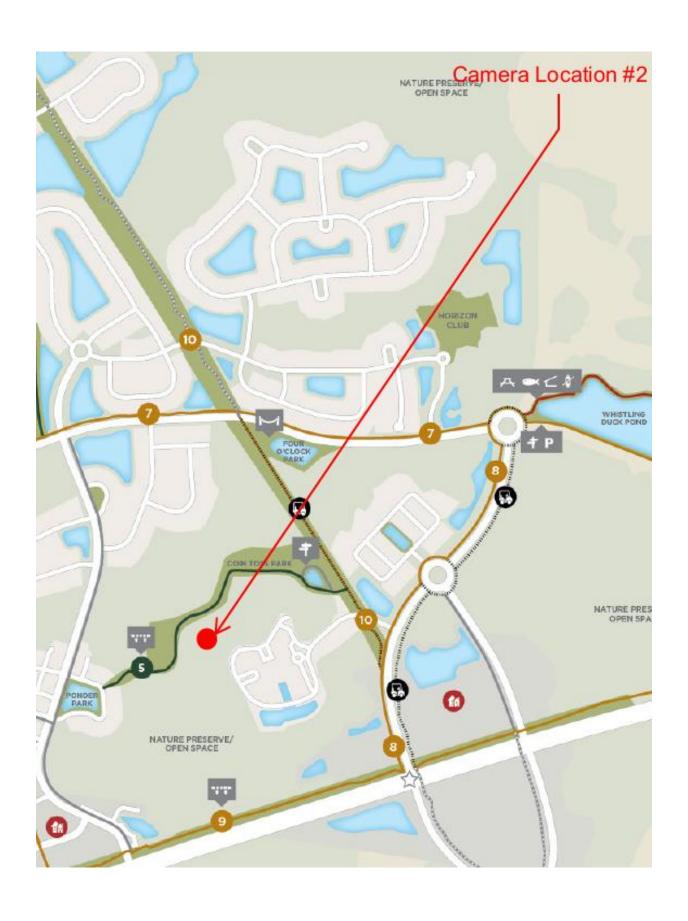
**CONSERVATION EASEMENT 4A** OF EAST NASSAU — WILDLIGHT PDP 3 / POD 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 2546, PAGES 1608-1613, INCLUSIVE, OF THE PUBLIC REOCRDS OF NASSAU COUNTY, AS FURTHER DEPICTED BELOW (NASSAU COUNTY PROPERTY APPRAISER PARCEL **50-3N-27-1005-CEA4-0000**):





**CONSERVATION EASEMENT C** OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 – 1795, INCLUSIVE, OF THE PUBLIC REOCRDS OF NASSAU COUNTY, FLORIDA, AS FURTHER DEPICTED BELOW (NASSAU COUNTY PROPERTY APPRAISER PARCEL **44-2N-27-1004-0CEC-0000**)





#### **Exhibit B: Activities**

### Wildlife Camera Trap Monitoring Project: Wildlight Community

Mark Hostetler, Carolina Baruzzi, and Corey Callaghan

Department of Wildlife Ecology and Conservation, University of Florida

Many different wildlife species occur in and around residential developments in Florida. We propose establishing several wildlife camera traps in the Wildlight Community to monitor what types of wildlife are utilizing habitat near residential areas. The objective is to collect photos of wildlife in different areas and to display these photos on a web site for residents to see. Outcomes form this project include determining a baseline of what types of animals are in the area, and also it will promote Wildlight residents' understanding and appreciation for wildlife. The first phase is to pilot several cameras within the Wildlight community. Appropriate and approved wildlife photos from the camera traps will be uploaded to the wildlife camera trap project <a href="https://www.welam.org/conservationcam">https://www.welam.org/conservationcam</a>. After this initial phase, four or more cameras could be purchased and set up to track wildlife in more areas throughout the community.

## EAST NASSAU STEWARDSHIP DISTRICT

#### **RESOLUTION 2025-13**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF EAST NASSAU STEWARDSHIP DISTRICT DESIGNATING THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING EASEMENT ENCROACHMENT REQUESTS AND FEES; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

**WHEREAS**, the East Nassau Stewardship District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida ("**Act**"), being situated in Nassau County; and

**WHEREAS,** the Act authorizes the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District was established for the purpose to plan, construct, maintain, operate, finance, and improve the provision of systems, facilities, and services necessary to meet the infrastructure needs of the community, including among other things, stormwater ponds, pipes, and other stormwater management systems, facilities, and associated infrastructure (collectively, "Stormwater Improvements"); and

WHEREAS, the District has been dedicated various access and drainage easements (collectively, "Easements") located along side and/or back of certain lot lines ("Easement Areas") enabling the District to access, operate and maintain the Stormwater Improvements located within such Easement Areas and on adjacent property; and

**WHEREAS,** there have been requests from property owners to construct fencing improvements ("**Improvements**") within the District Easements, which would encroach upon the District's Easements and potentially impact the District's access, operation, and maintenance of the Stormwater Improvements ("**Encroachment**"); and

WHEREAS, to balance both the desires of the property owners to locate fencing improvements within the District's Easements and the need for the District to properly comply with applicable laws and ensure that the District's Stormwater Improvements are properly operated and maintained, the District desires to adopt a policy attached hereto as Exhibit A ("Fence Encroachment Policy") for processing such Encroachment requests aimed to process such requests uniformly; and

**WHEREAS**, the Fence Encroachment Policy shall require an *Easement Use Agreement*, a form of which is attached hereto as **Exhibit B**, which provides, in part, that the privilege granted to a property owner to install the Improvement within the Easement Area shall be at the property

owner's sole risk and expense and that property owner shall be responsible for administrative costs associated with processing the same request and recording such agreement; and

**WHEREAS,** the District's Board of Supervisors Board ("Board") finds that it is in the best interests of the District to adopt by resolution the Fence Encroachment Policy for uniform processing of requests for fence Encroachments upon the District's Easement Areas.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT:

**SECTION 1.** The Board will hold a public hearing to adopts the Fence Encroachment Policy, a proposed copy of which is attached hereto as **Exhibit A**. The public hearing will be held on:

on:	
Date Time Location	
	tary is directed to publish notice of rule development and g in accordance with the Act and Section 120.54, Florida
<b>SECTION 3.</b> If any provision o provisions shall remain in full force and	f this resolution is held to be illegal or invalid, the other effect.
<b>SECTION 4.</b> This resolution sh effect unless rescinded or repealed.	all become effective upon its passage and shall remain in
PASSED AND ADOPTED this 17 <sup>th</sup>	day of April 2025.
ATTEST:	EAST NASSAU STEWARDSHIP DISTRICT
□ Secretary / □ Assistant Secretary	<ul><li>☐ Chair / ☐ Vice Chair</li><li>Board of Supervisors</li></ul>

Exhibit A Fence Encroachment Policy
Exhibit B Easement Use Agreement

#### Exhibit A

### FENCE INSTALLATION AND ENCROACHMENT POLICY

This policy ("Policy") sets forth the process to address property owners' requests to place fences within District easements located on resident lots (collectively, "Easements"). The District owns and operates the stormwater systems, facilities, and improvements (collectively, "Stormwater Improvements") serving the lands within the District. As part of that system of Stormwater Improvements, the District holds certain platted easement rights along certain lots that allow the District to access lakes, pipes, and other stormwater improvements for operation and maintenance of same, among other necessary and/or convenient actions of the District to maintain the Stormwater Improvements in compliance with applicable laws. The drainage and access easements are required to be in place by state and local authorities that have provided approvals for the operation of the system of Stormwater Improvement and are necessary for the proper operation and maintenance of such system in accordance with approval requirements. Relatedly, the District has an obligation under the District's bond covenants to properly maintain such system and its other improvements.

In order to accommodate the property owners' requests, the following policy is provided. The policy intends to balance both the desires of property owners to locate fences within District easements, and the need for the District to properly comply with applicable laws and ensure that the District's Stormwater Improvements are properly operated and maintained and that District's access to its Stormwater Improvements remain unimpeded:

- 1. Any property owner seeking a variance to install a fence within a District's Easement located on a resident lot ("Encroachment") shall submit such a request to the District's manager (contemporaneous with or subsequent to a submittal of a related application for same to the Wildlight Residential Association, Inc. ("Association"), as applicable and such requirements may be amended from time to time by the Association) to the address or e-mails provided below, and provide the following items:
  - a. Review fee in the amount of \$\_\_\_\_\_ to cover staff review plus actual recording fees (to be invoiced at time of Encroachment approval).
  - b. Information regarding the fence installation (e.g., a copy of the application to the HOA, applicable County permit or application for same, type of fence, location, survey and/or drawings, contractor information, etc.).
  - c. A fully executed *Easement Use Agreement*, in recordable form.
  - d. If owned by more than one person, each and every party named on the deed must sign the Easement Use Agreement
  - e. District Address:

East Nassau SD

**Email Addresses:** 

2300 Glades Road

Todd Haskett <a href="mailto:thaskett@ccmcnet.com">thaskett@ccmcnet.com</a>

Suite 410W

Ernesto Torres torrese@whhassociates.com

Boca Raton, Florida 33431

- 2. The District shall review the application to ensure that installation of the fence would not adversely affect the access, functioning and/or maintenance of the District's improvements. Applications will be reviewed on a first-come, first-served basis, and, recognizing that there are only so many access points to individual lakes, may be denied for later applications due to a lack of adequate access, among other reasons.
- 3. If approved, and upon confirmation of all applicable approvals from other governmental and/or Association having jurisdiction over such fence installation, the District shall record the *Easement Use Agreement*; notify the resident of the approval; and conduct a final inspection of the fence upon installation to ensure that the fence is installed on the correct easement area and without harm of any kind to the stormwater system or other applicable District improvements.

Following additional "Terms and Conditions" of the Policy shall apply to each and every approved Encroachment request, in addition to the terms provided herein as well as the *Easement Use Agreement*:

- I. Per the terms of the *Easement Use agreement*, approval is not perpetual, and is for a set period of \_\_\_\_\_(\_) years, starting from the date of the full execution of the *Easement Use Agreement* or the recording of same, whichever is later. The property owner must, at least thirty (30) days prior to the expiration of the *Easement Use Agreement*, submit a request for renewal of such agreement, which, if approved by the District, must be evidenced by a written amendment to the *Easement Use Agreement* to be fully executed by the parties and recorded in the public records of Nassau County, Florida.
- II. To allow subsequent property owners an opportunity to install fences in the Easements, the District will not automatically renew any *Easement Use Agreement*. In the event the property owner shall fail to request for renewal of an existing *Easement Use Agreement*, the property owner shall promptly remove any fences located within the District Easement and, in the event the property owner fails to do so, the District reserves the right to step in and remove such fences at the sole cost and expense of such property owner.

Effective Date:	, 20	025
Ljjechive Date.	,,	,_,

### **EXHIBIT B**

### **FORM OF EASEMENT USE AGREEMENT**

After recording, please return to:

Michelle K. Rigoni Kutak Rock, LLP

107 W. College Avenue Tallahassee, FL 32301
EASEMENT USE AGREEMENT
This Easement Use Agreement ("Agreement") is executed as of this day of, 20, by("Owner") whose
address is, and the
East Nassau Stewardship District, a local unit of special purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida (" <b>District</b> "), whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.
WITNESSETH:
WHEREAS, Owner is the owner of Lot(s), as per the plat ("Plat") ofet_seq.,
of the Public Records of Nassau County, Florida ("Property");
WHEREAS, Owner desires to install fencing improvements ("Improvements") as depicted in the survey and drawing attached hereto as Exhibit A ("Encroachment") that will encroach upon an easement depicted in the Plat ("Easement"), located on the Property and dedicated to the East Nassau Stewardship District ("District");
<b>WHEREAS</b> , the District has no present objection to the Owner's installation, construction, operation, use, maintenance, repair, and replacement of the Improvements encroaching upon the Easement, provided that Owner agrees to the terms and conditions set forth below; and
<b>WHEREAS</b> , the District hereby consents to the Encroachment within the Easement, subject to the terms and conditions set forth in this Agreement.
NOW, THEREFORE, it is agreed to by the parties follows:
<b>1. Recitals</b> . The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

**Owner Responsibilities.** The Owner has the following responsibilities and agrees that: 2.

- **a.** The Owner shall be fully responsible for the installation, construction, operation, use, maintenance, repair, and replacement of the Improvements. No other construction of improvements, other than Improvements specifically depicted in Exhibit A, shall be allowed.
- **b.** The Owner shall be responsible for ensuring that the installation, construction, operation, use, maintenance, repair, and replacement of the Improvements are conducted in compliance with all applicable laws and regulations governing same (including but not limited to building codes, set back requirements, permits, license, or property owner's association's approval).
- c. The District, by entering into this Agreement does not represent that the District has authority to provide all necessary approvals relative to the installation, construction, operation, use, maintenance, repair, and replacement of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of property owner's association, Nassau County, as well as any other necessary legal interests and approvals).
- **d.** The Owner shall ensure that the installation, construction, operation, use, maintenance, repair, and replacement of the Improvements does not damage any property of District or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District or the third party, as applicable, for such repairs, at the District's or third party's option.
- **e.** Owner's exercise of rights hereunder shall not interfere with the District's rights under the Easement. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe or other District improvements that may be located within the Easement, or any utilities within the Easement. It shall be Owner's responsibility to locate and identify any such improvements and/or utilities.
- **f.** Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements and shall maintain the Improvements in good condition.
- **g.** Additionally, the Owner shall keep the Easement area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights granted to install the Improvements, and the Owner shall immediately discharge any such claim or lien.
- Removal and/or Replacement of Improvements. The consent to Encroachment granted herein is given to Owner as an accommodation and is revocable at any time, with or without cause. Owner acknowledges the legal interest of the District in the Easement described above and agrees never to deny such interest or to interfere in any way with District's use. Owner will exercise the privilege granted for installation, construction, operation, use, maintenance, repair, and replacement of the Improvements at Owner's own risk and expense and agrees that Owner will never claim any damages against the District for any injuries or damages suffered on account of Owner's exercise of such privilege, regardless of the fault or negligence of the District. In the event Owner fails to comply with such request or in a case of emergency, Owner further acknowledges that, without notice, the District may remove all, or any portion

or portions, of the Improvements installed upon the Easement at Owner's expense, and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any damage to the Improvements, or its supporting structure as a result of the removal. Owner further acknowledges that District will recover from the Owner all costs and expenses associated with such removal.

- 4. Indemnification. Owner agrees for him/herself and successors and assigns that they shall indemnify, defend and hold harmless Nassau County, the District, St. Johns River Water Management District, Wildlight Residential Association, Inc., Rayonier, Inc. and its affiliated entities, as well as each entity's respective officers, supervisors, staff, agents and representatives (the foregoing parties collectively, "Indemnitees"), against all liability for damages, obligations, claims, liabilities, expenses and/or fees (including reasonable attorneys' fees and court costs) including personal injury or property damage arising out of this Agreement and the use of the Easement area by the Owner, his/her respective contractors, agents, employees or invitees at any time which the Encroachment remains within the Easement area or otherwise resulting from, arising out of, in any way connected with, this Agreement or the Owner's exercise of the privileges granted to install the Improvements.
- 5. Covenants Run with the Land. This Agreement shall be recorded at the Owner's expense in the Official Records of Nassau County, Florida. This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them, until such time as the privilege granted herein are revoked or terminated. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, the Owner shall advise the subsequent owner of the terms and conditions of this Agreement.
- **6. Term.** This Agreement shall be effective from the date of full execution and recording of same in the public records of Nassau County, Florida, whichever is later, and \_\_\_\_\_\_ (\_\_\_) years from such date. The Owner must, at least thirty (30) days prior to the expiration of this Agreement, submit a request for renewal of this Agreement, which, if approved by the District, must be evidenced by a written amendment to be fully executed by the parties and recorded in the public records of Nassau County, Florida ("**Renewal**"). In the even the Owner fails to seek timely Renewal of this Agreement and therefore no subsequent amendment to this Agreement is recorded evidencing such Renewal, this Agreement shall automatically terminate pursuant to the terms herein.
- **7. Termination.** In the event of (i) revocation and/or reversal of applicable approvals from other governmental and/or property owners' association having jurisdiction over such fence installation, or (ii) non-Renewal of this Agreement, this Agreement shall automatically terminate without further action by the parties. Additionally, the Owner or the District may terminate this Agreement, with or without cause, by giving the other party ninety (90) days' written notice of termination.
- **8. Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of

allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

- **9. Attorney's Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees, expert witness fees, and paralegal fees and costs.
- **10. Counterparts**. This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[Signatures to follow]

**IN WITNESS WHEREOF**, the Owner has executed the day and date first above written.

WITNESSES:	[INSERT OWNER INFORMATION]
Ву:	
Print Name Address:	
Ву:	_
Print Name Address:	<del>-</del>
STATE OF FLORIDA )	
COUNTY OF )	
	edged before me by means of $\square$ physical presence or $\square$ , 20, by who $\square$ is as identification.
[notary seal]	Print Name:

WITNESSES:	[INSERT OWNER INFORMATION]
By:	
Print Name Address:	
Ву:	
Print Name Address:	
STATE OF FLORIDA )	
	ledged before me by means of □ physical presence or □ who □ is as identification.
[notary seal]	Print Name:
[Hotaly Seal]	Notary Public, State of Florida

WITNESSES:	EAST NASSAU STEWARDSHIP DISTRICT
Ву:	
Print Name Address:	□ Chair / □ Vice Chair
By:	
Print Name Address:	_
STATE OF FLORIDA ) COUNTY OF )	
online notarization, this day of	dged before me by means of □ physical presence or □ capacity.
□ produced	

[notary seal]

Print Name:\_\_\_\_\_

Notary Public, State of Florida

### Exhibit A

[Survey and Drawing of Fence Improvement]

# EAST NASSAU STEWARDSHIP DISTRICT

88

### **EVALUATION CRITERIA**

PERSONNEL (10 POINTS)

E.g., geographic location of firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.

### PROPOSER'S EXPERIENCE

**(20 POINTS)** 

E.g., past record and experience of the respondent in similar master infrastructure projects; volume of work previously performed by the firm; past performance for the District and other similar districts on other contracts; character, integrity, reputation of respondent, etc.

### UNDERSTANDING SCOPE OF WORK

(10 POINTS)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

### FINANCIAL CAPABILITY

**(10 POINTS)** 

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required.

PRICE (25 POINTS)

Points available for price will be allocated as follows:

<u>15 Points</u> will be awarded to the Proposer submitting the lowest cost proposal (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low proposer.

10 Points are allocated for the reasonableness of unit prices and balance of proposer.

SCHEDULE (25 POINTS)

Points available for schedule will be allocated as follows:

- <u>15 Points</u> will be awarded to the Proposer submitting the proposal with the most expedited construction schedules (i.e. the fewest number of days) for completing the work. All other Proposals will receive a percentage of this amount based upon the difference between the Proposer's timeline and the most expedited construction schedules.
- <u>10 Points</u> will be allocated based on the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance based on previous projects of similar nature. These points will also take into account the demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

TOTAL POINTS (100 POINTS)

### **EAST NASSAU STEWARDSHIP DISTRICT**

### **REQUEST FOR PROPOSALS**

### **RIVERBLUFF PARKWAY PHASE II AND III EVALUATION MATRIX**

RIVERBLUFF PARKWAY PHASE II AND III	Personnel	PROPOSER'S EXPERIENCE	Understanding Scope of Work	FINANCIAL CAPACITY	PRICE	SCHEDULE	TOTAL POINTS
Proposer	10 Points	20 Points	10 Points	10 Points	25 Points	25 Points	100 Points
A J Johns							
JB Coxwell							
Vallencourt							

Completed by: _		Date:
	Board Member's Signature	<del></del>
_	Printed Name of Board Member	

# EAST NASSAU STEWARDSHIP DISTRICT

80

### **RESOLUTION 2025-14**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT REGARDING THE AWARD OF THE REQUEST FOR PROPOSALS FOR RIVERBLUFF PARKWAY PHASES II AND III; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the East Nassau Stewardship District (the "District") is a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida (the "Act") and located in Nassau County, Florida, has competitively solicited proposals from contractors interested in providing services for the District regarding its construction of project improvements related to Riverbluff Parkway Phases II and III (the "Services"); and

WHEREAS, the District's Board of Supervisors (the "Board") previously authorized the District to competitively solicit and request for proposals ("RFP") for the Services in accordance with the Act and the District's Rules of Procedure to allow the District to make an award of proposal to the most responsive and responsible contractor based upon the evaluation criteria contained in the project manual for the RFP, as the same was amended and supplemented via addenda (collectively, "Project Manual"); and

**WHEREAS**, the District has received and evaluated proposals from \_\_\_\_ (\_) contractors interested in providing the Services; and

WHEREAS, after review and consideration of the proposals received by the District, the Board hereby determines to award \_\_\_\_\_\_points to \_\_\_\_\_\_[REPEAT AS NECESSARY: and \_\_\_\_\_\_ points to \_\_\_\_\_\_] based upon the evaluation criteria found in the Project Manual; and

whereas, the Board hereby determines its intent to award the proposal to, and subsequently enter into a contract for Services with \_\_\_\_\_\_\_ as the most responsive, responsible proposer in accordance with the terms of the RFP.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT:

**SECTION 1.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

•	is the proposal and which best serve
section 3. It is the intent of the	e District's Board to award the proposal to
	equently enter into a contract for the Services in
accordance with the District's Rules of Proced Chairman and Vice Chairman, members of t	of proposal shall be given to all proposers in dure, RFP and the Project Manual. The District's the Board and staff of the District are hereby necessary to ensure the expeditious execution of the Services.
<b>SECTION 5.</b> If any provision of this Reprovisions shall remain in full force and effect.	esolution is held to be illegal or invalid, the othe
<b>SECTION 6.</b> This Resolution shall becin effect unless rescinded or repealed.	ome effective upon its passage and shall remain
PASSED AND ADOPTED this 17 <sup>th</sup> day of	April 2025.
ATTEST:	EAST NASSAU STEWARDSHIP DISTRICT
Secretary/Assistant Secretary	

## EAST NASSAU STEWARDSHIP DISTRICT

9

### ACQUISITION OF RIGHT-OF-WAY, LANDSCAPE, AND POND TRACTS AND RELATED IMPROVEMENTS

### **DESCRIPTION OF TRACTS AND IMPROVEMENTS TO BE ACQUIRED:**

**WILDLIGHT AVENUE (ANCILLARY IMPROVEMENTS LOCATED ON ROW):** All ancillary improvements associated with and located on Wildlight Avenue, including landscape and irrigation, site furnishings including benches and bike racks, in and for the development of Wildlight PDP 3, Pod 5 North, all located on the real property described in the following legal description:

A portion of Wildlight Avenue (Variable Width Right of Way) as depicted on the East Nassau – Wildlight Pod 5 North Plat, recorded in the Official Records Book 2721, Page 1337, of the Public Records of Nassau County, Florida, more particularly described as follows:

### [Legal Description TBD]

**CROSSTOWN BOULEVARD (PORTION):** All right-of-way infrastructure improvements, which include paving, asphalt, curb, gutter, storm piping, sidewalks, multi-use trail, associated landscape and irrigation, site furnishings including benches and bike racks, in and for the development of Wildlight PDP 3, Pod 4 South, all located on the real property described in the following legal description:

A PORTION OF CROSSTOWN BOULEVARD (VARIABLE WIDTH RIGHT OF WAY) as depicted on the plat of East Nassau — Wildlight PDP 3 / Pod 4 South, recorded in the Official Records Book 2752, Page 314-315, inclusive, of the Public Records of Nassau County, Florida, more particularly described as follows:

### [Legal Description TBD]

**LINGER LONGER AVENUE (PORTION):** All right-of-way infrastructure improvements, which include paving, asphalt, curb, gutter, storm piping, sidewalks, multi-use trail, associated landscape and irrigation, in and for the development of Wildlight PDP 3, Pod 4 South, all located on the real property described in the following legal description:

A PORTION OF LINGER LONGER AVENUE (100' RIGHT OF WAY) as depicted on the plat of East Nassau – Wildlight PDP 3/ Pod 4 South, recorded in the Official Records Book 2752, Page 314-315, inclusive, of the Public Records of Nassau County, Florida, more particularly described as follows:

### [Legal Description TBD]

**TRAIL, LANDSCAPE AND IRRIGATION IMPROVEMENTS**: All multi-use trails, associated site furnishings, including benches and bike racks, plants, trees, timber, shrubbery and other landscaping and irrigation improvements in and for the development Wildlight PDP 3, Pod 4 South, all located on portions of the real property described in the following legal description:

LANDSCAPE TRACTS 1, 2, 3, 6, AND MAINTENANCE ACCESS AND LANDSCAPE EASEMENT TRACT, as depicted on the plat of East Nassau — Wildlight PDP 3/ Pod 4 South, recorded in the Official Records Book 2752, Page 314-315, inclusive, of the Public Records of Nassau County, Florida.

**STORMWATER IMPROVEMENTS:** All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, water control structures, catch-basins, publicly-owned pipes providing drainage providing drainage for streets and rights-of-way, and related stormwater facilities in and for the development of Wildlight PDP 3, Pod 4 South, all located on portions of the real property described in the following legal description:

**POND TRACTS 1 AND 2,** as depicted on the plat of East Nassau — Wildlight PDP 3/ Pod 4 South, recorded in the Official Records Book 2752, Page 314-315, inclusive, of the Public Records of Nassau County, Florida.

### **DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:**

Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements, including but not limited to Wildlight Pod 4 South Access Road Engineering Plans, SR 200 East Access Road Interim Improvements Engineering Plans and Wildlight Avenue Phase 4 Engineering Plans.

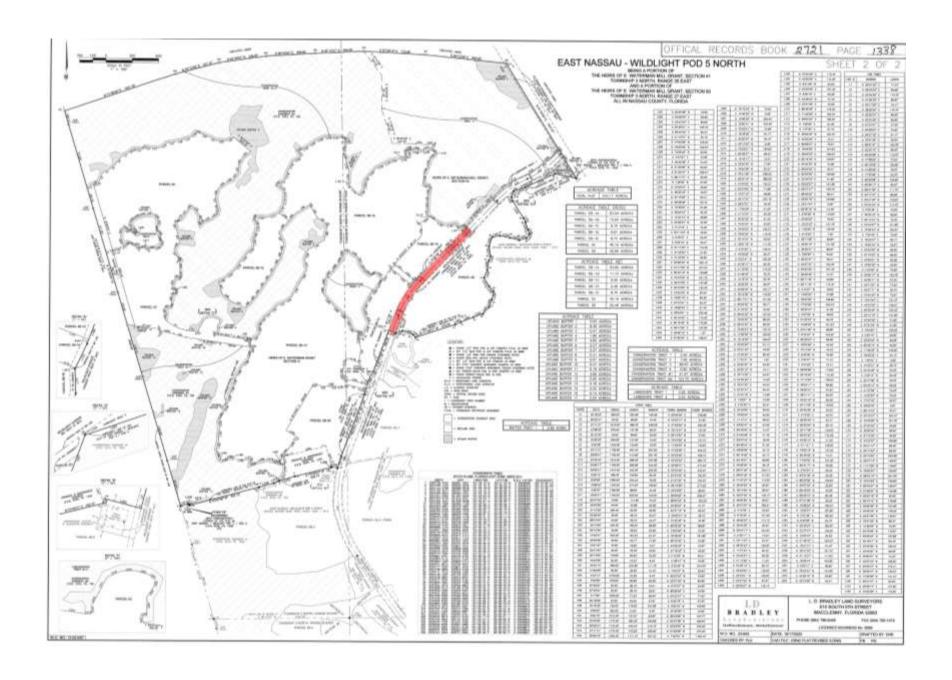
ACQUISITION COSTS: NTE \$8.5MM per Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure, and Real Property [Wildlight Village Phase 3], dated June 28, 2024, effective as of January 18, 2024

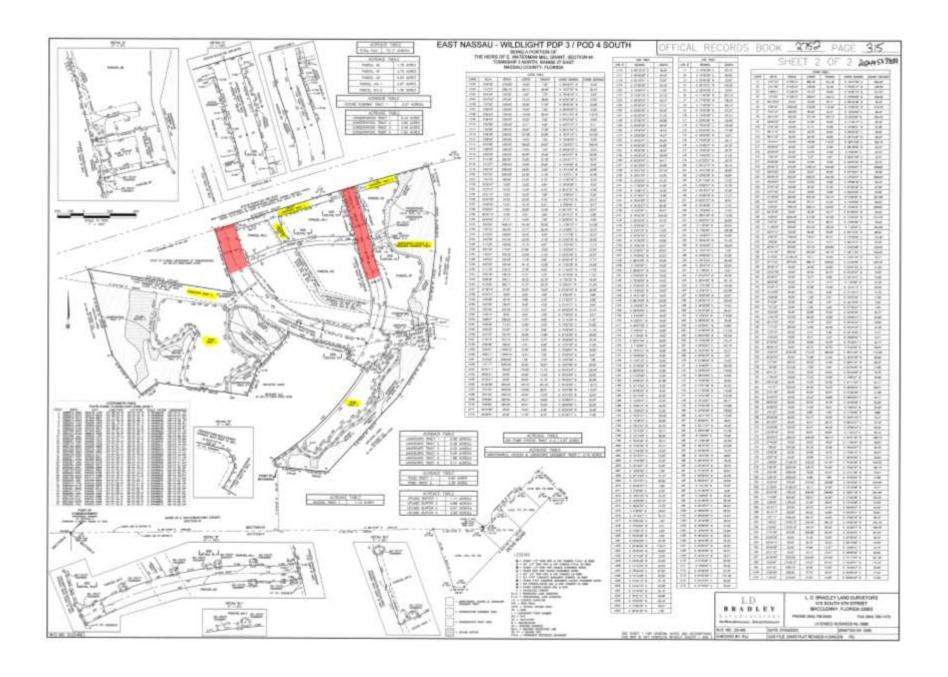
Improvement	Professional /	<b>Contract Amount</b>	District	Retainage	Acquisition
	Contractor		Eligible		Cost <sup>2</sup>
			Amount <sup>1</sup>		
Engineering &	England Thims	\$338,255.00	\$258,055.00	\$0	\$258,055.00
Permitting	and Miller, Inc.				
Wildlight Avenue	BrightView	\$349,093.61	\$349,093.61	\$0	\$349,093.61
Landscape,	Landscapes				
Irrigation & Site					
Furnishings					
Crosstown	Vallencourt	\$4,600,470.34	\$3,589,282.69	\$0	\$3,589,282.69
Boulevard, Linger	Construction Co.,				
Longer Avenue &	Inc.				
Trail Improvements					
Pod 4 South	Brightview	\$573,012.25	\$	\$0	\$
Landscape,	Landscapes				
Irrigation and Site					
Furnishings					
Irrigation Materials	SiteOne	\$114,254,.12	\$	\$0	\$
	Landscape				
	Supply, LLC				
Stormwater	Vallencourt	\$2,469,124.80	\$2,469,124.80	\$0	\$2,469,124.80
Improvements	Construction Co.,				
	Inc.				
	TOTAL COSTS	\$8,444,210.12	3	-	

<sup>&</sup>lt;sup>1</sup> public improvements per District CIP

<sup>&</sup>lt;sup>2</sup> District Eligible Amount less Retainage

<sup>&</sup>lt;sup>3</sup> NTE Acquisition Cost upon full payment of outstanding retainage





# EAST NASSAU STEWARDSHIP DISTRICT

This instrument was prepared by and	[PLACEHOLDER – COUNTY AGREEMENT #]
upon recording should be returned to:	(This space reserved for Clerk)
Michalla V. Digani, Eco	
Michelle K. Rigoni, Esq.	
KUTAK ROCK LLP	
107 West College Avenue	
Tallahassee, Florida 32301	

### THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT FOR LANDSCAPE MAINTENANCE OF CERTAIN COUNTY ROAD RIGHTS-OF-WAY

**This Third Amendment** ("**Third Amendment**"), dated this \_\_\_\_ day of \_\_\_\_\_, 2025, is entered into by and between:

NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County"), whose address is 96135 Nassau Place, Suite 1, Yulee, FL 32097; and

**EAST NASSAU STEWARDSHIP DISTRICT**, an independent special district created and existing pursuant to Chapter 2017-206, Laws of Florida, and the provisions of Chapter 189, Florida Statutes, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the "**District**" and, together with the County, the "**Parties**").

### RECITALS

WHEREAS, the Parties previously entered into that *Interlocal Agreement for Landscape Maintenance of Certain County Road Rights-Of-Way* dated May 24, 2021, and recorded in the Official Records Book 2468, Page 1686, as amended, of the Public Records of Nassau County, Florida (as amended, the "Original Agreement" and together with this Third Amendment, the "Agreement"); and

WHEREAS, pursuant to the Original Agreement the District agreed to provide for the maintenance of certain improvements consisting of, but not limited to, landscaping, trees, grass, shrubs, and other plantings, as well as irrigation systems, hardscaping, streetlights, and ancillary fixtures (collectively, "Landscaping"), within certain portions of the County-owned rights-of-way along those portions of Wildlight Avenue and Curiosity Avenue as identified in the Original Agreement; and

**WHEREAS**, the Original Agreement, as recorded, inadvertently did not include the Exhibit A identified therein, which more particularly depicted the portions of County-owned rights-of-way subject to that Original Agreement; and

WHEREAS, the County now owns additional rights-of-way, including additional portions of Wildlight Avenue extension, Crosstown Boulevard, and Linger Longer Avenue, all as more particularly depicted in Composite Exhibit A attached hereto and incorporated herein by reference (collectively, including the previously identified rights-of-way in the Original Agreement, the "Rights-of-Way"); and

WHEREAS, the District desires to provide for maintenance of Landscaping along the Rights-of-Way; and

**WHEREAS**, pursuant to Section 17 of the Original Agreement, the Parties desire to amend the Agreement to provide for same.

**Now, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

- **SECTION 1. RECITALS**. The foregoing recitals are true and correct and by this reference are incorporated herein and form a material part of this Third Amendment.
- **SECTION 2. AFFIRMATION OF ORIGINAL AGREEMENT.** The Original Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 3 of this Third Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions remain in full effect and fully enforceable and all such remaining terms and conditions of the Agreement, without limitation, are hereby adopted, reaffirmed and incorporated as if restated herein.
- **SECTION 3. AMENDMENTS TO THE AGREEMENT.** Pursuant to Section 17 of the Original Agreement, the following amendments are made:
- (a) Exhibit A to the Original Agreement is hereby amended, supplemented and superseded in its entirety by **Composite Exhibit A** attached to this Third Amendment. Wherever the Agreement refers to "Rights-of-Way", the term shall refer to those portions of County-owned rights-of-way as depicted in **Composite Exhibit A** attached to this Third Amendment.
- **SECTION 4. CONFLICTS; DEFINED TERMS**. To the extent that the terms of the Agreement conflict with the terms set forth in Section 3 above, the terms of this Third Amendment shall control. Any capitalized terms not otherwise defined in this Third Amendment shall have the meanings set forth in the Original Agreement.
- **SECTION 5. EFFECTIVE DATE**. This Third Amendment shall take effect upon filing a copy executed by both Parties with the Clerk of the Circuit Court of Nassau County.

[Remainder of this page intentionally left blank]

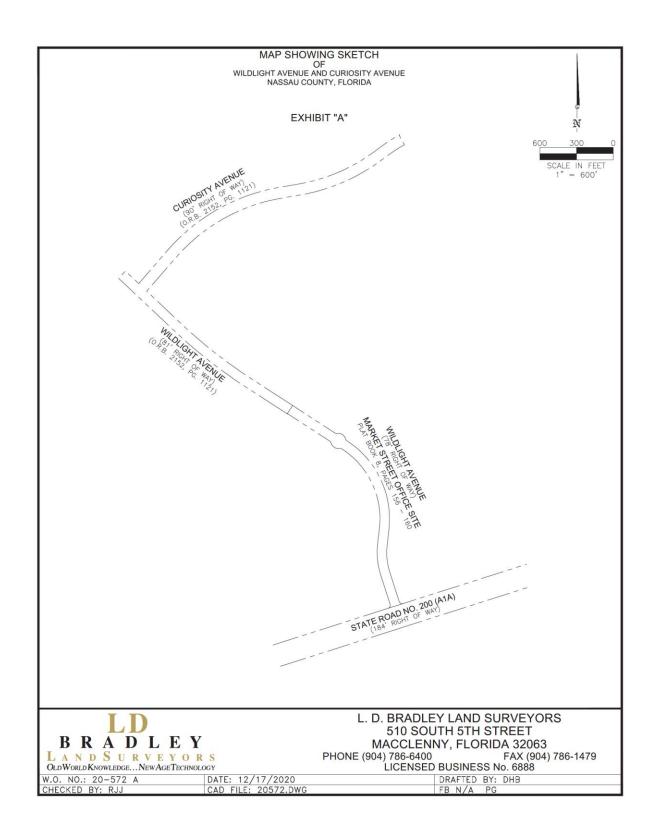
**IN WITNESS WHEREOF**, the Parties have caused this Third Amendment to be made and executed as of the day and date first above written.

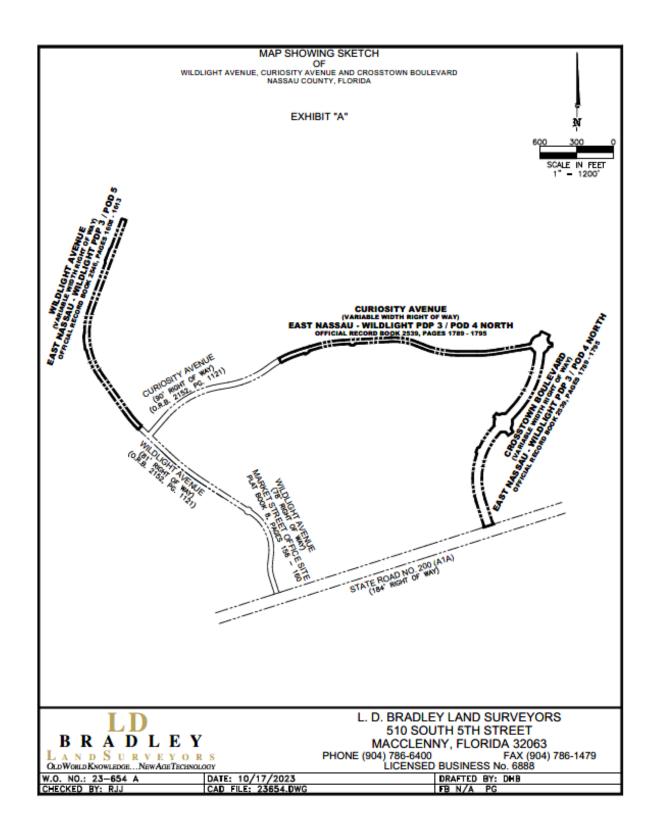
	NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida
	John F. Martin Chairman, Board of County Commissioners
Attest as to authenticity of the Chair's signature:	
JOHN A. CRAWFORD Its: Ex-Officio Clerk	
Approved as to form and legality by the Nassau County Attorney	
DENISE C. MAY	
STATE OF FLORIDA ) COUNTY OF NASSAU )	
or □ online notarization this day of of the Board of County Commissioners, Nass	edged before me by means of $\square$ physical presence, 2025, by <b>JOHN F. MARTIN</b> as Chairman au County, Florida, a political subdivision of the sty. She/he is $\square$ personally known to me or $\square$ has
NOTARY STAMP:	
	Signature of Notary Public
	Printed Name of Notary Public

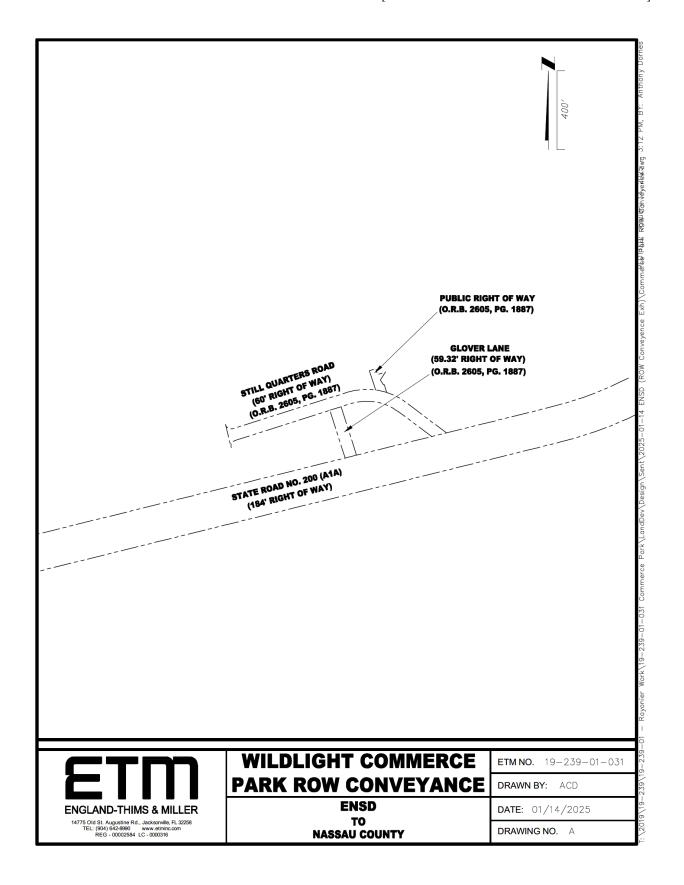
WITNESSES:	EAST NASSAU STEWARDSHIP DISTRICT
Print Name:Address:	
Print Name:	
Print Name:Address:	<del></del>
	ATTEST:
	Name:
	Title:Address:
STATE OF FLORIDA ) COUNTY OF )	
or □ online notarization this day of _ the Board of Supervisors of East Nassau 0	nowledged before me by means of $\square$ physical presence, 2025, by <b>MIKE HAHAJ</b> as Chairman of Community Stewardship District, a political subdivision of the County. She/he is $\square$ personally known to me or lentification.
NOTARY STAMP:	
	Signature of Notary Public
	Printed Name of Notary Public

### COMPOSITE EXHIBIT A Map of Rights-Of-Way

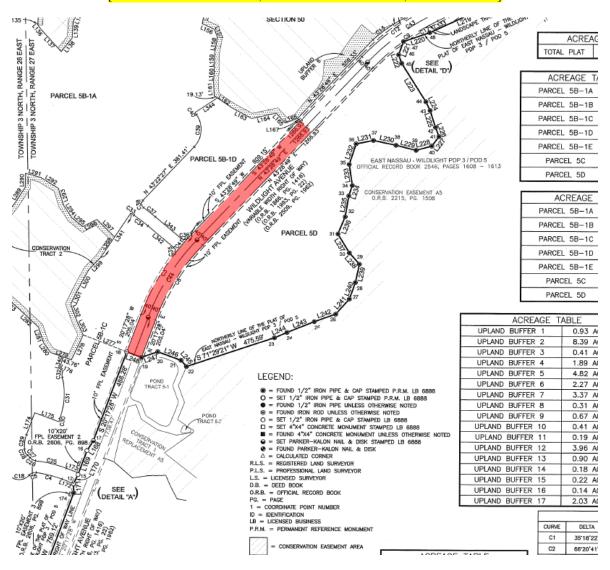
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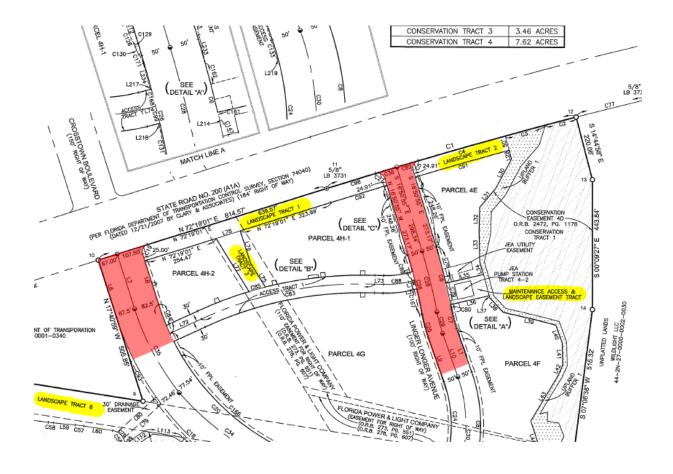






### [PLACHOLDERS BELOW, SUBJECT ROW IN RED; EXHIBIT TBD:]





# EAST NASSAU STEWARDSHIP DISTRICT

11

#### **RESOLUTION 2025-15**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the East Nassau Stewardship District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT THAT:

- **1. RECITALS.** The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
- **2. APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
- **3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of April, 2025.

ATTEST:	EAST NASSAU STEWARDSHIP DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

<u>Exhibit A</u> Statewide Mutual Aid Agreement





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

#### **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), Florida Statutes.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

#### ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

#### ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

#### ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the





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Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the <u>Division approved documents</u> SharePoint site<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

#### ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the <u>Division approved documents SharePoint site</u>.

<sup>&</sup>lt;sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D068 6%7D





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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

#### ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.





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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

#### **ARTICLE VII: REIMBURSEMENT**

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the <u>Division approved documents SharePoint site</u> as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);





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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

#### **ARTICLE IX: INSURANCE**

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### **ARTICLE X: GENERAL REQUIREMENTS**

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

#### ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

#### ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

### NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required <u>FDEM forms</u> for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A COUNTY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:  Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST: CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS OFCOUNTY, STATE OF FLORIDA
By: Clerk or Deputy Clerk	By:
	Date:Approved as to Form:
	By: County Attorney





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A CITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
ATTEST: CITY CLERK	CITY OF STATE OF FLORIDA
By:	Ву:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	City Attorney





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
COUNTY SHERIFF'S OFFICE, STATE OF FL	ORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	Approved as to Form:  By:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
COUNTY OR CITY FIRE DEPARTMENT/DIS	TRICT, STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	Attorney for Entity





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY AN EDUCATIONAL DISTRICT

DIVISION OF EMERGENCY MANAGEMEN	Т
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
	SCHOOL DISTRICT, STATE OF FLORIDA
By:	Ву:
Title:	Title:
	Date:
	Approved as to Form:
	Ву:
	Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
ATTEST:	BOARD OF TRUSTEES OF
	STATE COLLEGE, COMMUNITY COLLEGE, or STATE OF FLORIDA
	BOARD OF TRUSTEES OF
	UNIVERISTY, STATE OF FLORIDA
By:	Ву:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Board





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:  Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
EAST NASSAU STEWARDSHIP DISTRICT	SPECIAL DISTRICT, STATE OF FLORIDA
By:	Ву:
Title:	Title:
	Date: <b>04/17/2025</b>
	Approved as to Form:
	By:
	Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Ву:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
ATTEST:	BOARD OF TRUSTEES
	OFAUTHORITY, STATE OF FLORIDA
By:	By:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Board





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
ATTEST:	TRIBAL COUNCIL OF THE TRIBE OF FLORIDA
Ву:	By:
Council Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Council





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
COMMUNITY DEVELOPMENT DISTRICT, S	TATE OF FLORIDA
By:	By:
By:	By:
	Title:
	Title:  Date:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO
WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and
WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and
WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and
NOW, THEREFORE, be it resolved by
that in order to
maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.  ADOPTED BY:
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.  ADOPTED BY:  DATE:
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.  ADOPTED BY:
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.  ADOPTED BY:  DATE:  I certify that the foregoing is an accurate copy of the Resolution adopted by





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require at Reimbursement process requirements.	ccess	to the DEMES Mutual Ald System for FDEM

# EAST NASSAU STEWARDSHIP DISTRICT

124

Chris Lacambra, Director Nassau County Office of Management and Budget 96135 Nassau Place, Suite 2 Yulee, FL 32097

Re: Proposal for ENCPA Mobility Fee Credits for Riverbluff Parkway Phase 1

Dear Chris:

Please accept this letter and the enclosures as a proposal by the East Nassau Stewardship District ("District") for Nassau County, Florida ("County") to issue mobility fee credits (the "Credits") to the District for the District's funding (or causing the funding of) the design, permitting and construction of improvements for Riverbluff Parkway Phase 1 located within the East Nassau Detailed Specific Area Plan 2 (the "DSAP"). No mobility fee credits are being sought for the right-of-way associated with Riverbluff Parkway consistent with Development Condition 7(n) of the DSAP and Mobility Fee Agreement Section 3.4. Please note that Riverbluff Parkway is also referred to as the CR 108 Extension and Wildlight Parkway.

This proposal and the enclosed Credit Issuance Letter are consistent with Section 3.4 of the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated June 24, 2013, as amended by the First Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated July 20, 2015, and as further amended by the Second Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated October 25, 2021 (the "Mobility Fee Agreement"). Please accept this letter and the enclosures as confirmation that Riverbluff Parkway Phase 1 is located within the DSAP. The following documents are enclosed in support of this proposal:

- 1. The Credit Issuance Letter;
- 2. General Location Map depicting Riverbluff Parkway Phase 1 (the ENCPA Mobility Network Improvement) subject to this proposal;
- 3. Consent of Raydient LLC dba Raydient Places + Properties LLC for submittal of this proposal;
- 4. Calculation of the Credits to be issued (\$17,080,189.33) to the District; and

April	_, 2025
Page 2 of 2	

5. Approved construction plans, executed construction contracts/invoices, posted bond and associated permits for Riverbluff Parkway Phase 1.

We look forward to continuing to work with the County on this matter to further the goals of the ENCPA. If you have any questions, please do not hesitate to contact me by email at <a href="mailto:tommy.jinks@wildlight.com">tommy.jinks@wildlight.com</a> or by phone at (904) 321-1007.

Sincerely,

Tommy Jinks Vice Chair, East Nassau Stewardship District

cc: Wes Hinton, Raydient LLC Taco Pope, AICP

**Enclosures** 

### EAST NASSAU STEWARDSHIP DISTRICT

128

East Nassau Stewardship District c/o Craig Wrathell Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431

Re: East Nassau Community Planning Area ("ENCPA") Mobility Network Credit

Issuance – Riverbluff Parkway Phase 1

Dear Mr. Wrathell:

This office has determined that the East Nassau Stewardship District ("District") is a Mobility Improvement Builder pursuant to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement between Nassau County and other parties dated June 24, 2013, as amended by the First Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated July 20, 2015, and as further amended by the Second Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated October 25, 2021 (the "Mobility Fee Development Agreement"). With the written consent of Raydient LLC d/b/a Raydient Places + Properties LLC, and consistent with Section 3.4 of the Mobility Fee Development Agreement, you requested ENCPA Mobility Network credits in the amount of \$17,080,189.33 ("Requested Amount") for funding (or causing the funding of) the design, permitting, and construction of improvements for Riverbluff Parkway Phase 1 (a/k/a CR 108 Extension and Wildlight Parkway).

Your request for credits is complete and valid. Pursuant to Section 3.4 of the Mobility Fee Development Agreement, the District is hereby issued such credits in an amount equal to the Requested Amount. The credits may be utilized by the District or a Designated Transferee (as defined in the Mobility Fee Development Agreement) against the payment of ENCPA Mobility Fees assessed within the ENCPA. A sample ENCPA Mobility Fee Credit Voucher is attached and may be used by the District or a Designated Transferee to draw down the Requested Amount of credits (or portion thereof).

If you have any questions, please do hesitate to contact me at (904) 530-6010.
Sincerely,
Chris Lacambra, OMB Director
Nassau County Board of County Commissioners

cc: Elizabeth Backe, AICP, County Planning Department Keith Ellis, Building Official CBO, CFM, CEAP, MCP, County Building Department Wes Hinton, Raydient LLC dba Raydient Places + Properties LLC

### ENCPA MOBILITY FEE CREDIT VOUCHER

A cci	gnment#	
A 221	2111111CHL #	

### ENCPA MOBILITY FEE CREDIT ASSIGNMENT

1.	Name and address of Grantor:	East Nassau Stewardship District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431
2.	Name and address of Grantee:	
3.	Legal description of subject property:	
ENCP 2025 (' mobili	A mobility fee credits per the ENCPA 'ENCPA Mobility Fee Credit Letter") ty fee necessitated by Grantee's pment within the ENCPA.	Mobility Credit Issuance Letter dated and said credit may be applied as a credit toward any [residential/nonresidential]
_	<b>ENCPA Mobility Fee Credits</b>	<b>\$</b>
		Florida, that the above \$ ENCPA he ENCPA Mobility Fee Credit Letter.
	nt to the above assignment \$ CPA Mobility Fee Credit Letter to be	ENCPA mobility fee credits remain under assigned.
		East Nassau Stewardship District
		By:
		Name:
		Title:
		Date:

cc: County Office of Management and Budget Director

### EAST NASSAU STEWARDSHIP DISTRICT

120

April	, 2025
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East Nassau Stewardship District c/o Craig Wrathell Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, FL 33431

Re: Consent for ENCPA Mobility Improvement Credits for Riverbluff Parkway Phase 1

Dear Mr. Wrathell:

Raydient LLC dba Raydient Places + Properties LLC ("Raydient") hereby consents to the East Nassau Stewardship District submitting to Nassau County, Florida, a Credit Issuance Letter and associated proposal dated April \_\_\_\_\_\_\_, 2025 to obtain mobility fee credits for funding (or causing the funding of) the design, permitting and construction of improvements for Riverbluff Parkway Phase 1 generally depicted on **Exhibit A** to this letter. Raydient provides this consent consistent with Section 3.4 of the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated June 24, 2013, as amended by the First Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated July 20, 2015, and as further amended by the Second Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated October 25, 2021.

Please keep me informed as to the County approval process of the Credit Issuance Letter and any changes from the April \_\_\_\_\_\_, 2025 proposal submitted to the County. Upon the approval and execution of the Credit Issuance Letter by the Nassau County Office of Management and Budget Director, please provide me with a copy.

Sincerely,

RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC, a Delaware limited liability company

By:	
Name:	John R. Campbell
Title:	Vice President
Date:	

### EXHIBIT A

# EAST NASSAU STEWARDSHIP DISTRICT

# STAFF REPORTS D



#### East Nassau Stewardship District Operations Report

April 9, 2025

East Nassau Stewardship District

RE: Operations Report – March 2025 57 Homegrown Avenue, Unit 303 Wildlight, FL 32097

Below is a summary of operation items for March 2025. Please let me know if you have any questions.

#### **GENERAL OPERATIONS/ADMINISTRATIVE**

#### **EVENT**

• The Wildlight Run Wild 5k-10k was held on March 7<sup>th</sup> which drew 1000+ participants. The Greenery team assisted with ensuring the trails, boardwalks, and common areas were presentable and free of hazards.

#### **MAINTENANCE**

- Ponds
  - o Florida Waterways treated the ponds on 03/31/2025 for shoreline and floating weeds. Exhibit "A."
- Roadways
  - Speed humps were inspected on 3/12. Speed hump on Sawgrass Drive was noted as being damaged; however, it did not pose a hazard to drivers/pedestrians. Vendor is scheduled to replace the speed hump the week of April 21<sup>st</sup>.
  - Fire Lane Striping: Per the Nassau County Fire Marshall, two parallel parking spots along Wildlight Ave were identified as needing to be striped as fire lanes. A vendor was contacted and is scheduled to complete the striping the week of April 21<sup>st</sup>.
- Boardwalks, Sidewalks & Trails
  - Staff completed the monthly inspections of all boardwalks, sidewalks, and trails. See Exhibit "B."

- o Signs: Rule signs were installed at Whistling Duck Pond, Four O'clock Park, and on trails/boardwalks.
- Drainage Inlets
  - o Drainage inlets were inspected on 03/13 with no issues noted.

#### **LANDSCAPING**

- Irrigation Inspections
  - o Inspection reports were not available at the time of this report.
- Landscape Maintenance
  - The Greenery performed routine landscape maintenance throughout the common areas. Roger Kintz and Kyle from The Greenery completed weekly inspections of all areas, noting deficiencies and providing a timeline for correction. A punch list of items is reviewed and updated weekly. See Exhibit "C."
  - Landscape meeting on April 8<sup>th</sup>: The Greenery reps report on the action steps to address landscape bed weeds and turf conditions along Floco, Curiosity, and Crosstown Blvd. This issue is expected to be corrected as soon as possible by providing additional manpower to address the weeds and increased inspection and corrective action regarding turf conditions.

Should you have any questions regarding this report, please contact thaskett@ccmcnet.com.

Sincerely,

#### **CCMC**

Todd Haskett, CMCA, AMS, PCAM Field Operations Manager Email: thaskett@ccmcnet.com

# EXHIBIT "A"

Florida Waterways – Pond Maintenance Reports



Customer:	Wildlight	Wildlight						Date of Visit: 3/31/2025								
Customer ID:	J19267								Weather: 75 °F High							
Field Biologist:	Paul Moste	ller an	d Edua	ardo M	1orales	5			0% 🛎							
Waterway and	d Ditch T							_		_	10	44	40	40	- 4	4.0
Site		1	2	3	4	5	6	7	8			11	12	13	14	16
Algae										Х	Х					
Submersed Weed	_															
Shoreline Grasses	& Brush	Х	Х		Х	Х	Х	Х	Х		Х	Х	Х	Х		
Floating Weeds				Х					Х							
Mosquito Larvicid																
Pond Dye																
Inspection														Х	Х	
Debris Removal																
Comments:	Water lillies 8, 10, 11, 1 were inspe	L2, and														
Carp Progran  Carp Obsen  Barriers Ins	ved .		v None Slight Visible			Wat	er CI <1' 1-2'		/ 2-4' >4'		Wate	er Lev High Norma Low				
Fish/Wildlife					_											
✓ Bass		Anhin	-			Wood			✓	Turtle				Other	Specie	es:
	<b>✓</b>	Cormo			<b>✓</b>	Ducks				Snake		•				
Catfish		Egret			Ц	Ospre	ey		<b>√</b>	Alliga –						
✓ Gambusia		Heror	IS		✓	Ibis			✓	Frogs						
Native/Benef  Arrowhead  Cordgrass  Bacopa  Pickerelwe	j	Bulrus Lily Golde	sh n Can	na		Lotus Chara Naiad Eelgra	<b>1</b>			Blue I	Flag Ir erworl					
i i ickei eiwe	✓ Pickerelweed ☐ Spadderdock		IX.		Leigi	J33		Ш	· onu	weeu						
Did you know for millions of year		atee is	Florid	a's off	icial m	narine	mamn	nal. Fo	ssils ii	ndicate	e they	have t	peen ii	n Flori	da wat	ters



Customer:	Wildlight	Wildlight							Date of Visit:				3/31/2025			
Customer ID:	J19267								Weather: 75 °F High							
Field Biologist:	Paul Moste	ller an	d Edua	ardo M	1orales	S			0% 🖰							
									•							
Waterway and	d Ditch T					T		I	ī	ı	Ī	1	ı			
Site		17	18	19	20	21										
Algae																
Submersed Weed																
Shoreline Grasses & Brush																
Floating Weeds																
Mosquito Larvicid	e															
Pond Dye																
Inspection		Х	Χ	Х	Х	Х										
Debris Removal																
	8, 10, 11, 1 were inspe		d 13. /	Algae v	was tr	eated	on po	nds 9	and 1	0. Pon	ds 14,	16, 17	, 18,	19, 20	, and	21
Carp Progran  Carp Obsen  Barriers Ins	ved	Flov	v None Slight Visible			Wate	er CI <1' 1-2'	arity    v	y 2-4' >4'		Wat	er Lev High Norma Low				
Fish/Wildlife  Bass  Bream		ions Anhin Corm	ga			Wood			✓ 	Turtle Snake		_		Other	Speci	es:
☐ Catfish ☐ Gambusia		Egret: Heror			<b>J</b>	Ospre Ibis	ey .		√ √	Alliga Frogs		-				
Native/Benef	_			oted		Labus				Clana	lau Cui	مام رسما				
✓ Arrowhead	<del>-</del> : ::			Lotus					-	kerush						
✓ Cordgrass	•		✓	Chara					Flag Ir Ierwor							
	<ul><li>✓ Bacopa</li><li>✓ Golden Canna</li><li>✓ Pickerelweed</li><li>✓ Spadderdock</li></ul>				Naiad Eelgra				Pond		ι					
i rickerelwe	Pickerelweed		uei uuC	N		Leigi	255			ruiu	weeu					
Did you know for millions of year		atee is	Florid	a's off	icial m	narine	mamn	nal. Fo	ossils i	ndicat	e they	have b	een ii	n Flori	da wa	ters



Customer: Wildlight Date of Visit: 3/31/2025

Customer ID: J19267 Weather: 75 °F High

Field Biologist: Paul Mosteller and Eduardo Morales



Pond 1



Pond 4



Pond 6



0% 💍

Pond 2



Pond 5



Pond 7

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.



Customer: Wildlight Date of Visit: 3/31/2025
Customer ID: J19267 Weather: 75 °F High

Field Biologist: Paul Mosteller and Eduardo Morales



Pond 8 (2)



Pond 9 (2)



Pond 10 (2)



0% 💍

Pond 8



Pond 9



Pond 10

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.



Customer: Wildlight Date of Visit: 3/31/2025
Customer ID: J19267 Weather: 75 °F High

Field Biologist: Paul Mosteller and Eduardo Morales 0% 🛎



Pond 11



Pond 13



Pond 16



Pond 12



Pond 14



Pond 17

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.



Customer: Wildlight Date of Visit: 3/31/2025
Customer ID: J19267 Weather: 75 °F High

Field Biologist: Paul Mosteller and Eduardo Morales 0% 👛



Pond 18



Pond 20



Pond 19

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

# Exhibit "B"

Boardwalk & Trail Inspection Reports

Minimum Frequency - Monthly

			rillinative requestey from the	
Inspection Date:	3/1:	1/2025		
Inspector:			Roger Kintz	
Location:			Hike and Bike Blacktop Trails	
				<u> </u>
Boardwalks				
Needs Work	OK			Notes
	Ok		Handrails are in good repair	
	OK		No cracked or broken boards	
	Ok		No exposed/raised fasteners	
	Ok		Surfaces are splinter free	
	Ok		Surfaces are clean & free of trip hazards	
	Ok		Smooth transition between boardwalk and trail surface	
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok		Surrounding vegetation clear of boardwalk	
Trails				
Needs Work	OK	N/A		Notes
	Ok		Surface material in good repair & free of trip hazards	
	Ok		Surface is weed and debris free	
	Corrected.		Transition areas are smooth & free of trip hazards	
	Ok		Free of damage & major cracks	
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
	Ok		Irrigation system does not overspray onto trail	

Minimum Frequency - Monthly

			_	
Inspection Date:	3/17/2	2025		
Inspector:			Roger Kintz	]
Location:			Wildlight Pioneer Park Docks.	7
Boardwalks				
Needs Work	ОК			Notes
	Ok		Handrails are in good repair	
	ОК		No cracked or broken boards	
	Ok		No exposed/raised fasteners	
	Ok		Surfaces are splinter free	
	NW		Surfaces are clean & free of trip hazards	Paver bricks caved in from erosion. Fixed.
	ОК		Smooth transition between boardwalk and trail surface	
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok		Surrounding vegetation clear of boardwalk	
Trails				
Needs Work	OK N	N/A		Notes

Needs Work	OK	N/A		Notes
	Ok		Surface material in good repair & free of trip hazards	
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Ok			
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
	Ok		Irrigation system does not overspray onto trail	

Minimum Frequency - Monthly

Inspection Date:	3/17/2025		
Inspector:		Roger Kintz	
Location:		Dock behind St Clares	
Boardwalks			
Needs Work	OK		Notes
	Ok	Handrails are in good repair	
	OK	No cracked or broken boards	
	Ok	No exposed/raised fasteners	
	Ok	Surfaces are splinter free	
	Ok	Surfaces are clean & free of trip hazards	
	Ok	Smooth transition between boardwalk and trail surface	
	Ok	Waste receptacles emptied	
	Ok	Warning signs in place	
	Ok	Surrounding vegetation clear of boardwalk	
Trails			
Needs Work	OK		Notes
	Ok	Surface material in good repair & free of trip hazards	
	Ok	Surface is weed and debris free	
	Ok	Transition areas are smooth & free of trip hazards	
	Ok	Free of damage & major cracks	
	Ok	Shrubs & trees provide adequate clearance	
	Ok	Concrete surfaces are clean	
	Ok	Surfaces are free of standing water	
	Ok	Irrigation system does not overspray onto trail	

Minimum Frequency - Monthly

Inspection Date:	3	3/17/2025		
Inspector:			Roger Kintz	7
Location:			Foret Park . Founders Park Mobility Tr	
Boardwalks				
	OK			Notes
	OK		Handrails are in good repair	
	OK		No cracked or broken boards	
	Ok		No exposed/raised fasteners	
	Ok		Surfaces are splinter free	
	Ok		Surfaces are clean & free of trip hazards	
	Ok		Smooth transition between boardwalk and trail surface	
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok		Surrounding vegetation clear of boardwalk	
Trails				
Needs Work	OK	N/A		Notes
	Ok		Surface material in good repair & free of trip hazards	
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Ok		Free of damage & major cracks	
-	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
•			Irrigation system does not overspray onto trail	

Minimum Frequency - Monthly

Inspection Date:	3/18/2025		
nspector:		Roger Kintz	7
Location:		Dock At Whistling Duck Inspection	7
Boardwalks			
Needs Work	OK		Notes
	NW	Handrails are in good repair	Need to rep[lace 2 handrails on dock.
	OK	No cracked or broken boards	
	Ok	No exposed/raised fasteners	
	Ok	Surfaces are splinter free	
	Ok	Surfaces are clean & free of trip hazards	
	OK	Smooth transition between boardwalk and trail surface	
	Ok	Waste receptacles emptied	
	Ok	Warning signs in place	
	Ok	Surrounding vegetation clear of boardwalk	
Trails			
Needs Work	OK		Notes
	Ok	Surface material in good repair & free of trip hazards	
	Ok	Surface is weed and debris free	
	Ok	Transition areas are smooth & free of trip hazards	
	Ok	Free of damage & major cracks	
	Ok	Shrubs & trees provide adequate clearance	
	Ok	Concrete surfaces are clean	
	Ok	Surfaces are free of standing water	
	Ok	Irrigation system does not overspray onto trail	

Minimum Frequency - Monthly

Inspection Date:	3/	17/2025		
Inspector:			Roger Kintz	7
Location:			Dock At Coin Toss	7
Boardwalks				
Needs Work				Notes
	ОК		Handrails are in good repair	
	OK		No cracked or broken boards	
	OK		No exposed/raised fasteners	
	Ok		Surfaces are splinter free	
	Ok		Surfaces are clean & free of trip hazards	
	OK		Smooth transition between boardwalk and trail surface	
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok		Surrounding vegetation clear of boardwalk	
Trails				
Needs Work	OK	N/A		Notes
	Ok		Surface material in good repair & free of trip hazards	
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Ok			
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
	Ok		Irrigation system does not overspray onto trail	

Minimum Frequency - Monthly

Inspection Date:	3	/17/2025		
Inspector:			Roger Kintz	
Location:		Cor	ncrete Sidewalk Along ST RD 200 Inspection	
Boardwalks				
Needs Work	OK			Notes
	Ok		Handrails are in good repair	
	OK		No cracked or broken boards	
	Ok		No exposed/raised fasteners	
	Ok		Surfaces are splinter free	
	Ok		Surfaces are clean & free of trip hazards	
	Ok		Smooth transition between boardwalk and trail surface	
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok		Surrounding vegetation clear of boardwalk	
Trails				
Needs Work	OK	N/A		Notes
	Ok		Surface material in good repair & free of trip hazards	
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Ok		Free of damage & major cracks	
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
	Ok		Irrigation system does not overspray onto trail	

Minimum Frequency - Monthly

Inspection Date:	3.	/17/2025		
Inspector:			Roger Kintz	
Location:		Conc	rete Sidewalk In Common Area Inspections.	
Boardwalks				
Needs Work	OK			Notes
	Ok		Handrails are in good repair	
	OK		No cracked or broken boards	
	Ok		No exposed/raised fasteners	
	Ok		Surfaces are splinter free	
	Ok		Surfaces are clean & free of trip hazards	
	Ok		Smooth transition between boardwalk and trail surface	
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok		Surrounding vegetation clear of boardwalk	
			•	
Trails				
Needs Work	OK	N/A		Notes
	Issue		Surface material in good repair & free of trip hazards	
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Ok		Free of damage & major cracks	
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
	Ok		Irrigation system does not overspray onto trail	

Minimum Frequency - Monthly

Inspection Date:	;	3/11/2025		
Inspector:			Roger Kintz	7
Location:			Wildlight Boardwalk Along ST RD 200	7
	•			
Boardwalks				
Needs Work	OK	N/A		Notes
	Ok		Handrails are in good repair	
	OK		No cracked or broken boards	
	Ok		No exposed/raised fasteners	
	Ok		Surfaces are splinter free	
	Ok		Surfaces are clean & free of trip hazards	
	Ok		Smooth transition between boardwalk and trail surface	
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok			
Trails				
Needs Work	OK	N/A		Notes
	Ok		Surface material in good repair & free of trip hazards	
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Ok		Free of damage & major cracks	
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
•	Ok		Irrigation system does not overspray onto trail	

Minimum Frequency - Monthly

Inspection Date:	3/:	11/2025		_
Inspector:			Roger Kintz	
Location:			Waterbug Trail	
Boardwalks				
Needs Work	OK			Notes
	Ok		Handrails are in good repair	
	OK		No cracked or broken boards	
	Ok		No exposed/raised fasteners	
	Ok		Surfaces are splinter free	
	Ok		Surfaces are clean & free of trip hazards	
	Ok		Smooth transition between boardwalk and trail surface	
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok		Surrounding vegetation clear of boardwalk	
Trails				
Needs Work	OK	N/A		Notes
	Ok		Surface material in good repair & free of trip hazards	
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Ok		Free of damage & major cracks	
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
	Ok		Irrigation system does not overspray onto trail	

Minimum Frequency - Monthly

	1		<del>-</del>			
Inspection Date:	3/1:	1/2025		_		
Inspector:	Roger Kintz					
Location:			Ponder Cr and Coin Toss Trail.			
Boardwalks						
Needs Work	ОК			Notes		
	Ok		Handrails are in good repair			
	OK		No cracked or broken boards			
	Ok		No exposed/raised fasteners			
	Ok		Surfaces are splinter free			
	Ok		Surfaces are clean & free of trip hazards			
	Ok		Smooth transition between boardwalk and trail surface			
	Ok		Waste receptacles emptied			
	Ok		Warning signs in place			
	Ok		Surrounding vegetation clear of boardwalk			
Trails						
Needs Work	OK	N/A		Notes		
	Ok		Surface material in good repair & free of trip hazards			
	Ok		Surface is weed and debris free			
	Ok		Transition areas are smooth & free of trip hazards			
	Ok		Free of damage & major cracks			
	Ok		Shrubs & trees provide adequate clearance			
	Ok		Concrete surfaces are clean			
	Ok		Surfaces are free of standing water			
	Ok		Irrigation system does not overspray onto trail			

# EXHIBIT "C"

The Greenery – Landscape Reports



#### Dear Todd Haskett & Roger Kintz,

As part of our ongoing commitment to providing exceptional landscape maintenance services, I am pleased to provide our latest Client Communication Report. During my recent visit to your property, I was able to assess the following areas of recent accomplishment on your property.

In this report, you will find a high-level overview of our recent accomplishments on your property, including the completion of specific projects and any notable highlights that showcase the beauty and health of your landscape. We also provide insights into ongoing tasks, giving you a clear picture of our continuous efforts to maintain and enhance your outdoor spaces.

Moreover, we have identified several opportunities that could further elevate the aesthetic and functional value of your property. These suggestions are carefully curated based on our expert assessment and your unique landscape needs, aiming to deliver the best possible outcomes for your environment.

As your trusted advisor, my goal is to ensure transparent and effective communication, offering you peace of mind that your landscape is in capable hands. Should you have any questions or wish to discuss any aspect of the report, please do not hesitate to reach out to me directly.

Thank you for your continued trust in our services. We look forward to working together to create and maintain a landscape that exceeds your expectations.

Warm regards, Kyle Sanders, CRM

Created on PLATO Page 1 of 14





# **Client Communication Report**

CCR 3 11 25

Reported On: Report By:

March 11, 2025 Kyle Sanders

Property Size: Property Name:

212.45 Acres Wildlight OFFICIAL 2024-2025 CCR Report

Created on PLATO Page 2 of 14



#### **Client Communication Report**

#### **MAINTENANCE ITEMS**

- 1. Weeds need treatment and /or removal.
- 2. Turf area at Skinner Commercial need maintenance.
- 3. Weeds need treatment and/or removal.
- 4. Crack weeds present along sidewalk along all of Hwy. 200
- 5. Weeds on crosswalk. Wes to be removed.
- 6. Weeds need to be chemically treated in crack areas in the circles on Crosstown Ave.
- 7. Tree along Crosstown. Weds to be re staked.
- 8. We will continue to spray AND remove weed growth along trail by Whistling Duck pond.
- 9. Remove old palm tree bracing from inside the game park.
- 10. Crack weeds in the alleyways need chemical treatment.
- 11. Check storm drain areas for any weed growth that needs to be treated chemically.

Created on PLATO Page 3 of 14



Created On March 11, 2025 by Kyle Sanders © created on Site Weeds need treatment and /or removal.





Created on PLATO Page 4 of 14



Created On March 11, 2025 by Kyle Sanders ② Created On Site

Turf area at Skinner Commercial need maintenance.





Created on PLATO Page 5 of 14



Created On March 11, 2025 by Kyle Sanders © Created On Site Weeds need treatment and/or removal.





Created on PLATO Page 6 of 14



Created On March 11, 2025 by Kyle Sanders (2) Created On Site Crack weeds present along sidewalk along all of Hwy. 200



#### **Note Attachments**



Created on **PLAT** Page 7 of 14



Created On March 11, 2025 by Kyle Sanders ② Created On Site Weeds on crosswalk. Wes to be removed.



**Note Attachments** 



Created on PLATO Page 8 of 14



Created On March 11, 2025 by Kyle Sanders ② Created On Site

Weeds need to be chemically treated in crack areas in the circles on Crosstown Ave.





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Created On March 11, 2025 by Kyle Sanders ② Created On Site Tree along Crosstown. Weds to be re staked.





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Created On March 11, 2025 by Kyle Sanders

We will continue to spray AND remove weed growth along trail by Whistling Duck pond.





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Created On March 11, 2025 by Kyle Sanders (2) Created On Site Remove old palm tree bracing from inside the game park.





Created on PLATO Page 12 of 14



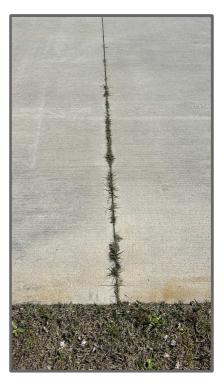
Created On March 11, 2025 by Kyle Sanders

Crack weeds in the alleyways need chemical treatment.









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Created On March 11, 2025 by Kyle Sanders ② Created On Site

Check storm drain areas for any weed growth that needs to be treated chemically.



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Created on PLATO Page 14 of 14





# **Client Communication Report**

WL CCR 3 18 25

Reported On: Report By:

March 18, 2025 Kyle Sanders

Property Size: Property Name:

212.45 Acres Wildlight OFFICIAL 2024-2025 CCR Report

Created on PLATO Page 2 of 12



# **Client Communication Report**

#### **MAINTENANCE ITEMS**

- 1. Remove plants by pictured fire hydrant. These are two be planted at the exit side of Wildlight Ave at Hwy. 200
- 2. Uncover Asiatic Jasmine from pine straw to promote new growth.
- 3. Remove a couple declining Juniper and these are not to be replaced at this time.
- 4. Selectively hand trim some new growth on the Dwarf Pringle Podocarpus so the new growth is all growing at the same height.
- 5. Check on status of Palm replacement for three palms at Cointoss based on the date of installation.
- 6. Broken drip line needs to be moved to inside the fence and repaired as well.
- 7. Remove weeds from grasses in Julep Park.
- 8. Trim grasses off the sidewalk and spray the crack weeds.
- 9. These grasses will be transplanted to the exit side of the entrance by Hwy. 200

Created on PLATO Page 3 of 12



Created On March 18, 2025 by Kyle Sanders ② Created On Site

Remove plants by pictured fire hydrant. These are two be planted at the exit side of Wildlight Ave at Hwy. 200





Created on PLATO Page 4 of 12



Created On March 18, 2025 by Kyle Sanders ② Created On Site

Uncover Asiatic Jasmine from pine straw to promote new growth.





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Created On March 18, 2025 by Kyle Sanders

Remove a couple declining Juniper and these are not to be replaced at this time.





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Created On March 18, 2025 by Kyle Sanders

Selectively hand trim some new growth on the Dwarf Pringle Podocarpus so the new growth is all growing at the same height.





Created on PLATO Page 7 of 12



Created On March 18, 2025 by Kyle Sanders

Check on status of Palm replacement for three palms at Cointoss based on the date of installation.



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Created On March 18, 2025 by Kyle Sanders

Broken drip line needs to be moved to inside the fence and repaired as well.





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Created On March 18, 2025 by Kyle Sanders ② Created On Site Remove weeds from grasses in Julep Park.





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Created On March 18, 2025 by Kyle Sanders ② Created On Site

Trim grasses off the sidewalk and spray the crack weeds.





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Created On March 18, 2025 by Kyle Sanders ② Created On Site

These grasses will be transplanted to the exit side of the entrance by Hwy. 200





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Created on PLATO Page 12 of 12





# **Client Communication Report**

CCR 3 25 25

Reported On: Report By:

March 25, 2025 Kyle Sanders

Property Size: Property Name:

212.45 Acres Wildlight OFFICIAL 2024-2025 CCR Report

Created on PLATO Page 2 of 13



# **Client Communication Report**

#### **MAINTENANCE ITEMS**

- 1. Area in middle common area needs maintenance attention. Weed treatment and possible proposal for artificial turf to match the rear artificial turf.
- 2. Remove three Coontie Palms by fire hydrant and transplant to opposite corner due to fire regulations.
- 3. Check irrigation coverage for Muhly Grasses around Rayonier pond. May need extensions for the heads so that all the grasses can get the required adequate coverage.
- 4. Crack weeds need to be chemically treated along Tinker St.
- 5. Julep Park need to have Spurge weeds removed by hand on our next service visit.
- 6. 263 Daydream Ave. has a couple Walter Viburnum plants that need to be replaced.
- 7. Crack weeds along street side of Daydream Ave by bio swale.
- 8. Weeds need chemical treatment along the backside of the bed pictured on Floco Ave.
- 9. Area was assessed and we are discussing options for this area.
- 10. Irrigation head leaking along the southbound side of Curiosity Ave.

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Area in middle common area needs maintenance attention. Weed treatment and possible proposal for artificial turf to match the rear artificial turf.



**Note Attachments** 



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Created On March 25, 2025 by Kyle Sanders ② Created On Site

Remove three Coontie Palms by fire hydrant and transplant to opposite corner due to fire regulations.





**Note Attachments** 



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Created On March 25, 2025 by Kyle Sanders ② Created On Site

Check irrigation coverage for Muhly Grasses around Rayonier pond. May need extensions for the heads so that all the grasses can get the required adequate coverage.





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Created On March 25, 2025 by Kyle Sanders © created on Site Crack weeds need to be chemically treated along Tinker St.





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Created On March 25, 2025 by Kyle Sanders ② Created On Site

Julep Park need to have Spurge weeds removed by hand on our next service visit.





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Created On March 25, 2025 by Kyle Sanders ② Created On Site

263 Daydream Ave. has a couple Walter Viburnum plants that need to be replaced.





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Created On March 25, 2025 by Kyle Sanders © Created On Site

Crack weeds along street side of Daydream Ave by bio swale.



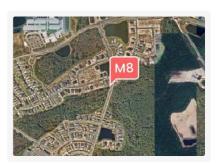


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Weeds need chemical treatment along the backside of the bed pictured on Floco Ave.





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Created On March 25, 2025 by Kyle Sanders ② Created on Site

Area was assessed and we are discussing options for this area.





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Created On March 25, 2025 by Kyle Sanders © Created On Site Irrigation head leaking along the southbound side of Curiosity Ave.





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# EAST NASSAU STEWARDSHIP DISTRICT

# STAFF REPORTS E

# **EAST NASSAU STEWARDSHIP DISTRICT**

# **BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE**

# LOCATION

Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2024	Regular Meeting	10:00 AM
November 5, 2024	Landowners' Meeting	10:00 AM
November 21, 2024	Regular Meeting	10:00 AM
December 4, 2024	Continued Meeting	10:00 AM
December 19, 2024 CANCELED	Regular Meeting	12:00 PM
January 16, 2025	Regular Meeting	10:00 AM
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February 20, 2025	Regular Meeting	10:30 AM
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March 20, 2025 CANCELED	Regular Meeting	10:30 AM
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April 17, 2025	Regular Meeting	10:30 AM
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May 15, 2025	Regular Meeting	10:30 AM
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June 19, 2025	Regular Meeting	10:30 AM
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July 17, 2025	Regular Meeting	10:30 AM
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August 21, 2025	Regular Meeting	10:30 AM
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September 18, 2025	Regular Meeting	10:30 AM
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